



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, August 27, 2024 @ 7:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197
[Launch Meeting - Zoom](#)**

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

- A. I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.

IV. AGENDA APPROVAL

V. PUBLIC COMMENT (3 MINUTES)

VI. PRESENTATIONS

- A. Presentation by Corn Williams with an update on the process of drug testing to reduce over-dose.

VII. ORDINANCES FIRST READING

VIII. CONSENT AGENDA

- A. Resolution No. 2024-174 Approving all items on the Consent Agenda.
- B. Resolution No. 2024-175 approving the minutes of the Council Meeting of July 16, 2024.
- C. Resolution No. 2024-176 Appointing Jeff Cifor to the Police Advisory Commission, with a term ending February 1, 2028.
- D. Resolution No. 2024-177 Approving the request of ACE Pyro, LLC. for a Pyrotechnics Permit for the Fall 2024 Football season at EMU.
- E. Resolution No. 2024-178 designating Bonnie Wessler, Director of Public Works, and Tracey Boudreau, City Clerk, as authorized signers, to sign MDOT contract on behalf of the City.
- F. Resolution No. 2024-185 adopting Ordinance No. 1436, entitled "An ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water service rates".

- G. Resolution No. 2024-186 adopting Ordinance No. 1437, entitled "An ordinance to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances to adjust sewage disposal rates".

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Resolution No. 2024-179 recognizing the Ypsilanti Historical Society as a nonprofit organization operating in the City of Ypsilanti for the purpose of obtaining a charitable gaming license.
- B. Resolution No. 2024-180 approving the proposal from OHM for construction engineering services in the amount of \$38,450.
- C. Resolution No. 2024-181 approving a 5 year lease, with term January 1, 2024 to December 31, 2029, with the Ypsilanti Senior Center, a Michigan non-profit 501c3 corporation for the lease, operation and management of the Ypsilanti Senior Center Facility at 1015 N. Congress, Ypsilanti, MI 48197 and that the Mayor and City Clerk be authorized to sign for and on behalf of the City, subject to the approval of the City Attorney.
- D. Resolution 2024-182 approving the agreement between Washtenaw County and the City of Ypsilanti for Sub-award of Federal Financial Assistance and authorizing the Mayor and Clerk to sign the agreement on the City's behalf, subject to review by the City Attorney.
- E. Resolution 2024-183 approving the request to waive permit fees for the 2024 Parkridge Summer Festival and Joe Dulin Community Day in the amount of \$1535 and police services fees in the amount of \$908.60.
- F. Resolution No. 2024-184 approving the request to waive permit fees for the Ekklesia Fellowship Ministries Gathering in the amount of \$1,752.40.
- G. Discussion regarding Process and Procedure related to Boards and Commissions
- H. Discussion regarding Short-Term Rentals

X. BOARD AND COMMISSION - LIAISON REPORTS

- A. Police Advisory Commission
- B. Human Relations Commission
 - 1. Letter of support for Council Resolution 2024-150.
- C. Parks and Arts Commission
- D. Sustainability Commission
- E. Historic District Commission
- F. Planning Commission
- G. Zoning Board of Appeals

XI. LIAISON REPORTS

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County
- D. Ypsilanti Downtown Development Authority
- E. Friends of Rutherford Pool

XII. COUNCIL PROPOSED BUSINESS

XIII. COMMUNICATIONS FROM THE MAYOR

XIV. COMMUNICATIONS FROM THE CITY MANAGER

XV. COMMUNICATIONS

XVI. PUBLIC COMMENT (3 MINUTES)

XVII. REMARKS FROM THE MAYOR

XVIII. ADJOURNMENT

- A. Resolution No. 2024-187, adjourning the City Council Meeting.
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



WASHTENAW COUNTY

OFFICE OF THE PROSECUTING ATTORNEY

ELI SAVIT
PROSECUTING ATTORNEY

VICTORIA BURTON-HARRIS
CHIEF ASSISTANT PROSECUTING ATTORNEY

March 13, 2024

To whom it may concern,

I have been in conversations with the Michigan Drug User Health Alliance (MIDUHA) regarding their plans to conduct quantitative drug testing programs in Washtenaw County. I write to provide assurance that—as a general matter—I am supportive of the proposed program. I do not intend to prosecute individuals or workers who possess trace amounts of drugs for the purposes of quantitative drug testing. Nor do I intend to prosecute any third party (including landlords) who assists in the facilitation of the drug-testing program that has been described to me by MIDUHA.

The proposed drug-testing program is geared towards saving lives. In recent years, contamination of drugs with fentanyl, xylazine, and other potentially lethal substances has exploded. Fentanyl, in particular, is so prevalent in drug supplies that simply testing for the presence of fentanyl no longer gives adequate indication as to the dangerousness of those drugs. The tragic result is that—even when people are able to test for fentanyl using drug-testing strips or other means—they may still ingest dangerous drugs, overdose, and die.

That is why MIDUHA has proposed *quantitative* drug testing using a technology called fourier-transform infrared spectroscopy (FTIR). Unlike less advanced tools such as drug-testing strips, FTIR testing can test for multiple substances, and can also detect the *amount* of a substance in a particular drug sample. FTIR testing thus allows for early detection of emerging drug trends (for example, whether a drug sample in a particular community contains xylazine). It also provides more robust information as to the relative lethality of a drug supply. Accordingly, FTIR testing allows for more robust public health and safety response—and allows individuals to know the relative danger the substances they may ingest.

Simply put, FTIR testing will help prevent overdose. It will help bolster public health. And it will save lives.

Notably, Washtenaw County would not be the first community in the state to have an FTIR testing site. Pursuant to a federal grant, a community organization called the Red Project has been performing FTIR testing at a site in Grand Rapids. I have connected with both law-enforcement and public-health officials in Grand Rapids. They have reported no issues with FTIR testing in that community. To the contrary, they have reported significant benefits. Because FTIR testing can test for multiple substances, the availability of FTIR testing has allowed Grand Rapids law-enforcement and public-health officials to identify emerging trends in their drug

200 NORTH MAIN STREET • P.O. BOX 8645 • ANN ARBOR, MICHIGAN 48107-8645
TEL. (734) 222-6620 • FAX (734) 222-6610
www.washtenaw.org

Justice, Justice, Shall You Pursue

supply much earlier than would otherwise have been possible.

Of course, drug testing only works if people bring their drugs in to be tested. And people are not going to test their drugs if they believe that they might be prosecuted as a result. Towards that end, if an FTIR testing site is established in Washtenaw County, **I do not intend to prosecute individuals who possess *trace amounts of drugs for the purposes of drug-testing*.**

To clarify: FTIR testing can be done with an *exceedingly* small sample: 0.1 grams, or 1/100th of a gram. In Grand Rapids, individuals who seek FTIR testing are instructed to bring a sample consisting of no more than “half a grain of rice.” Accordingly, to facilitate public health and safety, I do not intend to prosecute any person who—for purposes of drug-testing—is in possession of a sample in that amount.¹ Nor would I take legal action against any individual or entity who helps to facilitate this life-saving program.

In our office, we always co-create policies with experts and stakeholders in the community. I am in the process of convening our Substance Use Working Group with the goal of formalizing a policy along these lines. The precise contours of any finalized policy will be the result of input from (among others) health professionals, law-enforcement, and community members. That said, given the data and my conversations with colleagues in Grand Rapids, I am comfortable representing that, as a general matter, we would not prosecute the types of cases outlined in this letter.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Eli Savit
Prosecuting Attorney, Washtenaw County
savite@washtenaw.org

¹ Of course, our discretionary decision not to prosecute those who possess *trace* amounts of illicit substances for purposes of drug-testing would not extend to those who possess larger amounts of drugs. It certainly would not extend to those who are manufacturing or distributing illicit substances in violation of the law. Nor would it immunize anyone from criminal prosecution relating to conduct that is otherwise illegal. For example: if a person possesses a trace amount of an illicit substance for purposes of drug testing, but on their way to get the drugs tested gets into an altercation with another person and assaults that person, we would of course bring assault charges if those charges were supported by the evidence.



Resolution No. 2024-174
August 27, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items on the consent agenda be approved:

1. Resolution No. 2024-175 approving the minutes of the Council Meeting of July 16, 2024.
2. Resolution No. 2024-176 Appointing Jeff Cifor to the Police Advisory Commission, with a term ending February 1, 2028.
3. Resolution No. 2024-177 Approving the request of ACE Pyro, LLC. for a Pyrotechnics Permit for the Fall 2024 Football season at EMU.
4. Resolution No. 2024-178 designating Bonnie Wessler, Director of Public Works, and Tracey Boudreau, City Clerk, as authorized signers, to sign MDOT contract on behalf of the City.
5. Resolution No. 2024-185 adopting Ordinance No. 1436, entitled "An ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water service rates".
6. Resolution No. 2024-186 adopting Ordinance No. 1437, entitled "An ordinance to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances to adjust sewage disposal rates".

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**MINUTES
REGULAR COUNCIL MEETING
7:00 PM - Tuesday, July 16, 2024
Council Chambers
One South Huron, Ypsilanti, MI 48197**

I. CALL TO ORDER

Mayor Brown called the meeting to order at 7:01 p.m.

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

- A. I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.**

IV. AGENDA APPROVAL

Council Member Sweet moved to Amend the Agenda by removing Resolution No. 2024-169. Council Member McLean seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

All items were removed from the Consent Agenda.

Council Member Simmons requested to add a discussion on the State's \$3 Million allocation.

Council Member Sweet requested to add Resolution No. 2024-173 and a motion approving a voting delegate and alternate for the MML annual meeting.

The agenda was approved as amended.

V. PUBLIC COMMENT (3 MINUTES)

9 Members of the public spoke.

VI. PRESENTATIONS

- A. Senior Center Presentation and Memorandum of Understanding (MOU)**

- B. Transit Center Presentation by the Ride - Jesse Miller and Gretchen Johnson**

VII. ORDINANCES FIRST READING

- A. Ordinance No. 1436 - An Ordinance entitled "An ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water service rates".
Public Hearing Resolution No. 2024-162, close the public hearing.
Resolution No. 2024-161, determination.**

Council Member Tooson moved to Approve Ordinance No. 1436 - An Ordinance entitled "An ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water service rates".
Public Hearing Resolution No. 2024-162, close the public hearing.
Resolution No. 2024-161, determination. as presented. Mayor Pro-Tem Wilcoxon seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

- B. Ordinance No. 1437 - An Ordinance entitled "An ordinance to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances to adjust sewage disposal rates".**
Public Hearing Resolution No. 2024-164, close the public hearing.
Resolution No. 2024-163, determination.

Council Member McLean moved to Approve Ordinance No. 1437 - An Ordinance entitled "An ordinance to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances to adjust sewage disposal rates".

Public Hearing Resolution No. 2024-164, close the public hearing.

Resolution No. 2024-163, determination. as presented. Mayor Pro-Tem Wilcoxen seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

VIII. CONSENT AGENDA

- A. Resolution No. 2024-165 Approving all items on the Consent Agenda.**

This resolution was removed from the agenda and all consent agenda items moved to the regular agenda.

- B. Resolution No. 2024-167 approving the minutes of July 2, 2024 Council Meeting.**

Council Member Sweet moved to Approve Resolution No. 2024-167 approving the minutes of the July 2, 2024, Council Meeting. as presented. Council Member Tooson seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

- C. Resolution No. 2024-168 approving the Property and Liability insurance renewal for the City, with the Michigan Municipal League (MML) Liability and Property Pool in the amount of \$457,098.**

Council Member Sweet moved to Approve Resolution No. 2024-168 approving the Property and Liability insurance renewal for the City, with the Michigan Municipal League (MML) Liability and Property Pool in the amount of \$457,098. Mayor Pro-Tem Wilcoxen seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

- D. Resolution No. 2024-169 Correcting Resolution No. 2024-143 for MDOT amendment.**

This resolution was removed from the agenda.

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Resolution No. 2024-170 adopting Ordinance No. 1435, the Fair Chance Access to Housing Ordinance.**

Council Member King moved to approve Resolution No. 2024-170 adopting Ordinance No. 1435. Mayor Pro Tem Wilcoxen seconded the motion.

Mayor Pro-Tem Wilcoxen moved to Postpone Resolution No. 2024-170 adopting Ordinance No. 1435, the Fair Chance Access to Housing Ordinance. Council Member McLean seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

- B. Resolution No. 2024-171 approving the contract with BS&A to implement the full suite of products for the City of Ypsilanti for a period of one year, in the amount of \$89,590, with professional services in the amount of \$122,150.**

Mayor Pro-Tem Wilcoxon moved to Approve Resolution No. 2024-171 approving the contract with BS&A to implement the full suite of products for the City of Ypsilanti for a period of one year, in the amount of \$89,590, with professional services in the amount of \$122,150. as presented. Council Member Sweet seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

- C. Resolution No. 2024-172 recognizing the Depot Town Foundation as a nonprofit organization operating in the City of Ypsilanti for the purpose of obtaining a charitable gaming license.**

Council Member Simmons moved to Approve Resolution No. 2024-172 recognizing the Depot Town Foundation as a nonprofit organization operating in the City of Ypsilanti for the purpose of obtaining a charitable gaming license. as presented. Council Member King seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

- D. Resolution 2024-173 voting for the only 3 candidates for the Board of Trustees for the MML Workers' Compensation Fund.**

Council Member Sweet moved to Approve Resolution 2024-173 voting for the only 3 candidates for the Board of Trustees for the MML Workers' Compensation Fund. Council Member King seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

- E. Resolution designating a voting delegate and an alternate for the MML Annual Meeting.**

Mayor Pro-Tem Wilcoxon moved to Approve the designation of Mayor Brown as a voting delegate and Mayor Pro Tem Wilcoxon as an alternate for the MML Annual Meeting. Council Member King seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

X. BOARD AND COMMISSION - LIAISON REPORTS

- A. Police Advisory Commission**

Council Member Tooson reported that the next meeting is July 25th at 7p.m.

- B. Human Relations Commission**

Council Member King Reported that the Commission is finalizing the Community Forum Series and they would like to request funds for the events.

Council Member King moved to Authorize funds in the amount of \$1,200 for the Human Relations Commission for their Community Forum Series. Mayor Pro-Tem Wilcoxon seconded the motion. There was a friendly amendment by Council Member Simmons to amend the dollar amount to \$400. The amendment was accepted by King and Wilcoxon.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

C. Parks and Arts Commission

Council Member Sweet reported that they met last night and discussed goals for the upcoming year; fleshed out upcoming events; and will hopefully have a draft of a Parks and Arts Ordinance to Council soon.

D. Sustainability Commission

Council Member Simmons reported there was no meeting this month. Simmons discussed Resiliency Hubs and the upcoming community session on hubs and design at the Freighthouse on July 22nd at 5:30 p.m.

E. Historic District Commission

Council Member McLean reported that he was not at the meeting because he was out of town. McLean discussed the facade improvements at 107 W. Michigan Avenue.

F. Planning Commission

Council President Pro Tem reported that they have not met.

G. Zoning Board of Appeals

Council President Pro Tem reported that they have not met.

XI. LIAISON REPORTS

A. SEMCOG Update

No report.

B. Washtenaw Area Transportation Study

No report.

C. Urban County

No report.

D. Ypsilanti Downtown Development Authority

Mayor Brown reported that there is a meeting upcoming.

E. Friends of Rutherford Pool

Mayor Pro Tem Wilcoxen reported there are no meetings in the summer, the next meeting is September 24th.

XII. COUNCIL PROPOSED BUSINESS

Council Member McLean -

Regarding the Fair Chance Housing Ordinance:

- We need to create clarity about the process when commissions are taking up issues and we need more communication with commissioners.
- Some major stakeholders were not consulted, and we need to seek out stakeholder input.
- There can be unintended consequences and we must look at everything.

Council Member Sweet -

- Continues to hear complaints about speeding on N River, between Cross and Forest, can we please address this?
- Commend staff for 4th of July Parade

Mayor Pro Tem Wilcoxen -

- 4th of July was a hoot! Had a great time with colleagues and staff did a great job!

Council Member Simmons -

- Regarding the Fair Chance Housing Ordinance: conversations should be had and Simmons requests more information, like insurance costs and number of people actually affected.
- Traffic enforcement Question: What is the plan to stop people from running red lights?

Council Member King -

- If you are interested in the Fair Chance Housing Ordinance, the HRC's next meeting is Thursday at 6 p.m. and we welcome all people! Ann Arbor has passed this ordinance, so take a look at them for more info as well.
- Thank you for cutting the Tot lot, they were grateful and had a wonderful event.
- Council Member King announced her Block Park on August 10th from 12 p.m. to 3 p.m. and extended an invitation to everyone!
- Questioned revisiting the Towing Contract, but City Manager Hellenga indicated the new contract has been fully executed and we can revisit when we go out to bid again.

XIII. COMMUNICATIONS FROM THE MAYOR

- Regarding the Fair Chance Housing Ordinance, the Mayor agrees that more questions need to be asked.
- Regarding crosswalks on Cross, near EMU - it is very dangerous for people walking and we need better signage telling motorists to watch for pedestrians.
- The 4th of July was so much fun and thank you to staff, Police, Fire.

XIV. COMMUNICATIONS FROM THE CITY MANAGER

- Going through IGA with DDA; won't go into effect until the next fiscal year, so all services will remain the same until then.
- Interviews began today for the staff position shared with Community Services and the DDA.
- Bringing close of Fiscal Year report to the Finance Committee, and then to Council.
- Staff and Mayor Pro Tem Wilcoxon met with Ypsilanti Township to discuss uncovered lands by the removal of the dams and hope to get more info to share with the region.
- Staff meeting to fine tune special events policy.
- Going to HRC meeting Thursday to discuss processes. There are not a lot of processes on how Commissions interact with Commissions. Suggest Council work with City Clerk on this. Also, Legal should properly vet all new applicants.

XV. COMMUNICATIONS

XVI. PUBLIC COMMENT (3 MINUTES)

3 Members of the public spoke.

XVII. REMARKS FROM THE MAYOR

XVIII. ADJOURNMENT

The meeting was adjourned at 10:45 p.m.

- A. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.**



Resolution No. 2024-175
August 27, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of the July 16, 2024, City Council Meetings be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2024-176
August 27, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the following resident be appointed to the City of Ypsilanti Boards and Commissions as indicated below:

<u>Name</u>	<u>Board</u>	<u>Expiration</u>
Jeff Cifor 33 E Cross St., Apt B Ypsilanti, MI 48198	Police Advisory Commission	07/01/2027

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Citizen Advisory Boards and Commissions Participation Resume - Submission #6564

Date Submitted: 5/28/2024

The people of Ypsilanti are involved in their City government and are an important part of the community's achievements. Individuals interested in receiving more information in regards to serving on an advisory board or commission are invited to contact the City Clerk's Office at 734-483-1100. Alternatively, citizens who would like to participate can submit their information in the form below. After you apply, nomination to a board or a commission under the City Charter either by the Mayor or by two Council Members, and is subject to the approval and confirmation by a majority vote of the City Council.

Qualifications

Must be a resident/business owner in the city for at least two years. Or Council must determine your expertise is essential and not available in an applicant that meets the qualifications above. Must be eligible to vote in the state if not applying for youth membership.

Name*

Jeffrey Cifor

Email Address*

[REDACTED]

Address*

33 E Cross Street Apt B

City*

Ypsilanti

State*

MI

Zip Code*

48198

Phone Number*

[REDACTED]

Number of Years in the Community*

8

Ward You Live In

3

Education

High School

Occupation

Retired

Employer**Are you applying for youth membership?**

Three Commission Allow Youth Membership (Sustainability, Arts and Parks, Police Advisory & Human Relations)

☐ Yes

☒ No

Are you registered to vote in the City of Ypsilanti?

☒ Yes

☐ No

I would like to be considered and could devote sufficient time to serve on the following board or commission:

- | | | |
|--|---|--|
| ☐ Review and Tax Assessment Board | ☐ Ypsilanti Housing Commission | ☐ Arts and Parks Commission |
| ☐ Board of Ethics | ☐ Human Relations Commission | ☐ Ann Arbor Area Transit Authority |
| ☐ Fire Civil Service Commission | ☐ Planning Commission | ☐ Police and Fire Pension Board |
| ☐ YCUA | ☐ Non-motorized Advisory Committee | ☐ Huron River Watershed Council |
| ☐ Ypsilanti Downtown Development Authority | ☐ Zoning Board of Appeals | ☐ Sustainability Commission |
| ☐ Economic Development Corporation/Brownfield Redevelopment Authority | ☐ Dangerous Buildings Officer | ☒ Police Advisory Commission |
| ☐ Historic District Commission | | |

Party Affiliation

If you are applying to serve on the Ethics Board or the Fire Civil Service Commission please provide your political affiliation

Why are you interested in serving on these boards/commissions?*

I own a building in Depot Town 33-35 E Cross Street

Work/volunteer experience related to the board or commission:

I am Treasurer of the Depot Town Association CDC And ran Cruise Nights.

I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings.

☒ Yes

I hereby certify that all of the information above is true.

☒ Yes



Resolution No. 2024-177
August 27, 2024

WHEREAS, the City of Ypsilanti has received a request from ACE Pyro, LLC for a Pyrotechnics Permit for fireworks displays on September 14 and 21, October 12 and 19, November 2 and 20, 2024 at Rynearson Stadium, 799 N Hewitt Road, Eastern Michigan University, and

WHEREAS, The Fire Department will require certain inspections,

NOW, THEREFORE, IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that the Pyrotechnics Permit is approved for ACE Pyro, LLC, subject to approval by the Fire Department.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VACANT: VOTE:

EMU 2024 Football Season Proximate Pyrotechnics Display(s)

Display Date(s):

- Sat - 09/14/2024
- Sat - 09/21/2024
- Sat - 10/12/2024
- Sat - 10/19/2024
- Sat - 11/02/2024
- Wed - 11/20/2024 (*Audible effect disabled after 10pm – previously approved in past years*)

Display Location:

- Crosby Field (f/k/a Rynearson Stadium), 799 North Hewitt Road, Ypsilanti, MI 48197
- Pyrotechnics will be fired from 4 rooftop positions at north end of stadium (see attached diagram). *Track level positions will not be used for this event.*

Display Description:

- Pyrotechnics will be employed for the event.
- Duration will be ~30 seconds for team introduction, and ~3 seconds for every touchdown.
- During Eastern Michigan University football game days as noted above.

Type of Fireworks:

- Display will consist entirely of products certified UN0431, 1.4G Articles Pyrotechnic
- Pyrotechnics are designed for use on buildings, stages, and other proximate environments
- Pyrotechnics specifically designed to produce no hot fallout debris and low smoke

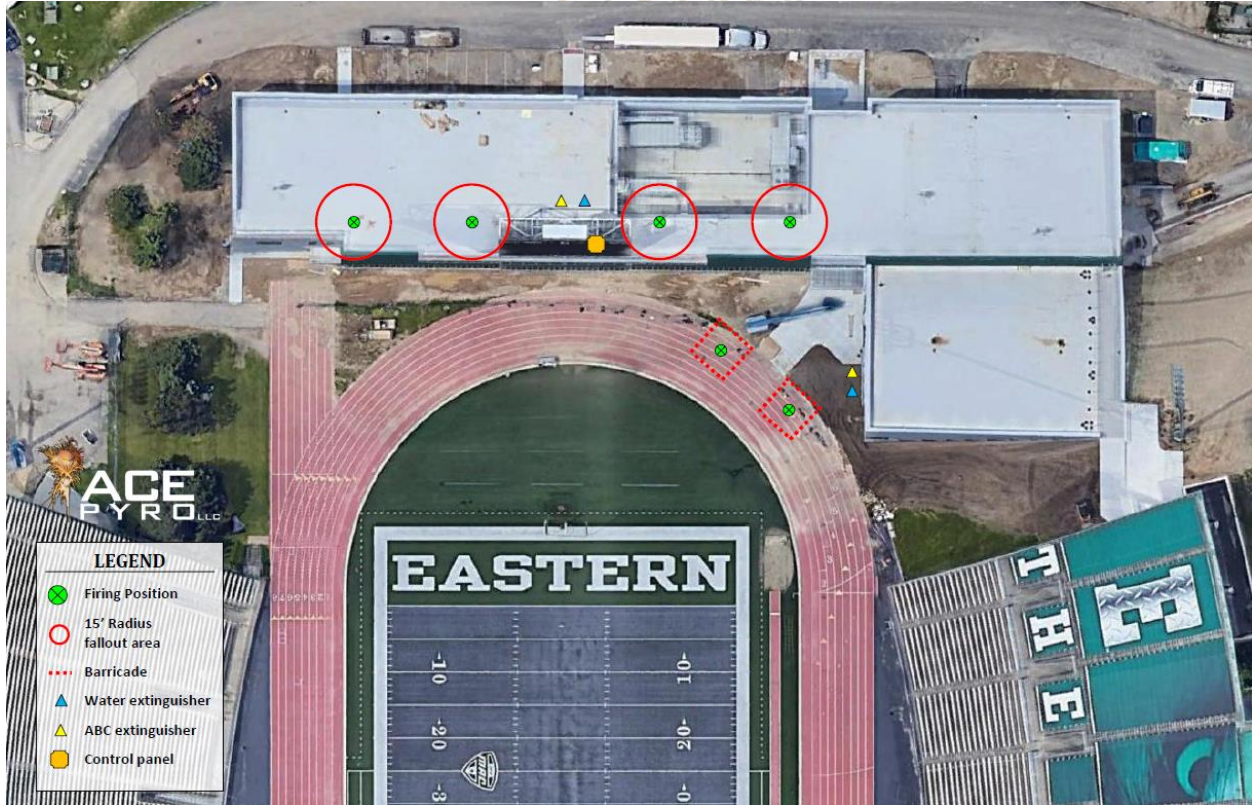
Display Operator Qualifications:

- Display Sales & Production Manager ACE Pyro, LLC
- Certified by the Pyrotechnics Guild International 'Display Operator Certification Course'
- Pyrotechnic Operator License – City of Detroit, Michigan
- Display choreographer
- System developer and industrial engineer – StarFire digital firing system
- 10+ years of experience on 100+ professional fireworks displays

Safety Precautions:

- Compliance with NFPA 1126: Standard for the Use of Pyrotechnics Before a Proximate Audience
- Firing positions will be barricaded to prevent unauthorized access
- Pyrotechnic materials will be attended at all times once on site
- Pyrotechnics will be fired using a computer controller digital firing system

- ABC and water firing extinguishers will be pre-positioned on display site



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure, LLC dba Britton Gallagher & Associates
3737 Park East Dr. STE 204
Beachwood OH 44122

CONTACT

NAME:

PHONE (A/C No. Extn): 216-658-7100

FAX (A/C No.): 216-658-7101

E-MAIL

ADDRESS: info@brittongallagher.com

INSURED
Ace Pyro LLC
13001 E Austin Road
Manchester MI 48158

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: JAMES RIVER INS CO

12203

INSURER B: Everest Denali Insurance Company

16044

INSURER C: Axis Surplus Ins Company

26620

INSURER D: Arch Speciality Ins Co

21199

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 881075228

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			00136779-1	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 5,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	☐ POLICY ☒ PROJECT ☐ LOC						
B	AUTOMOBILE LIABILITY			018CA00266-231	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☒ NON-OWNED AUTOS						\$
C	UMBRELLA LIAB			P-001-000839920-3	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 4,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 4,000,000
	☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
D	Excess Liability #2			UXP1048247-02	11/1/2023	11/1/2024	Each Occurrence \$5,000,000
							Aggregate \$5,000,000
							Total Excess Limits \$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Additional Insured: City of Ypsilanti and Eastern Michigan University

Event Location: Rynearson Stadium, 799 North Hewitt Road, Ypsilanti, MI 48197

Display Date: 6/21/2024

CERTIFICATE HOLDER**CANCELLATION**

City of Ypsilanti
1 South Huron St
Ypsilanti MI 48197

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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PO Box 2 | Manchester, MI 48158 | 586-855-9492 | chrisp@acepyro.com

**2024 Application for Fireworks Other Than Consumer or Low Impact**

Authority: 2011 PA 256		The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY DATE PERMIT(S) EXPIRE:	
TYPE OF PERMIT(S) (Select all applicable boxes)					
☐ Agricultural or Wildlife Fireworks		☒ Articles Pyrotechnic		☐ Display Fireworks	
☒ Public Display		☐ Private Display			
☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes					
NAME OF APPLICANT Chris Pappas		ADDRESS OF APPLICANT 9700 Burmeister Rd, Saline, MI 48176		AGE OF APPLICANT 18 YEARS OR OLDER ☒ YES ☐ NO	
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER Aaron Enzer		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER 9700 Burmeister Rd, Saline, MI 48176			
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		TELEPHONE NUMBER	
NAME OF PYROTECHNIC OPERATOR Chris Pappas		ADDRESS OF PYROTECHNIC OPERATOR 9700 Burmeister Rd, Saline, MI 48176		AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER ☒ YES ☐ NO	
NO. YEARS EXPERIENCE 10+	NO. DISPLAYS 75+	WHERE Michigan, Illinois, Indiana, Quebec, Canada			
NAME OF ASSISTANT Josh Bauer		ADDRESS OF ASSISTANT 9700 Burmeister Rd, Saline, MI 48176		AGE OF ASSISTANT 18 YEARS OR OLDER ☒ YES ☐ NO	
NAME OF OTHER ASSISTANT		ADDRESS OF OTHER ASSISTANT		AGE OF OTHER ASSISTANT 18 YEARS OR OLDER ☐ YES ☐ NO	
EXACT LOCATION OF PROPOSED DISPLAY Crosby Field (f/k/a Rynearson Stadium) 799 North Hewitt Road, Ypsilanti, MI 48197					
DATE OF PROPOSED DISPLAY 9/14/24, 9/21/24, 10/12/24, 10/19/24, 11/02/24, 11/20/24		TIME OF PROPOSED DISPLAY TBD (based on game time)			
MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT None, fireworks product will be brought from company storage in time for display setup.					
AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$10,000,000		NAME OF BONDING CORPORATION OR INSURANCE COMPANY Britton Gallagher			
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY 1375 E. 9 th Street, 30 th Floor Cleveland, OH 44114					
NUMBER OF FIREWORKS Approximately 50		KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed) Close Proximity Articles Pyrotechnic Effects			
SIGNATURE OF APPLICANT <i>Christopher Pappas</i>		DATE 7/30/2024			

**2024 Permit for Fireworks Other than Consumer or Low Impact**

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
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This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes) ☒ Agricultural or Wildlife Fireworks ☒ Articles Pyrotechnic ☐ Display Fireworks ☒ Public Display ☐ Private Display ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY. PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)
NAME OF PERSON PERMIT ISSUED TO Chris Pappas		AGE (18 YEARS OR OLDER) ☒ YES ☐ NO
ADDRESS OF PERSON PERMIT ISSUED TO 9700 Burnmeister Rd, Saline, MI 48176		
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION ACE Pyro, LLC		
ADDRESS 9700 Burnmeister Rd, Saline, MI 48176		
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) Approximately 50 - Close Proximity Articles Pyrotechnic Effects		
EXACT LOCATION OF DISPLAY OR USE Crosby Field (f/k/a Rynearson Stadium) 799 North Hewitt Road, Ypsilanti, MI 48197		
CITY, VILLAGE, TOWNSHIP Ypsilanti	DATE 9/14/24, 9/21/24, 10/12/24, 10/19/24, 11/02/24, 11/09/24	TIME TBD (based on game time)
BOND OR INSURANCE FILED ☐ YES ☐ NO		AMOUNT \$10,000,000

Issued by action of the Legislative Body of the

☐ City ☐ Village ☐ Township of _____ on the _____ day of _____, 2024.

(Signature and Title of Legislative Body Representative)

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT



In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FELC
Correspondence To 244 Needy Road
 Martinsburg, WV 25405-9431

License/Permit
Number

4-MI-161-20-6D-12625

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

April 1, 2026

Name
ACE PYRO LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**13001 E AUSTIN RD
MANCHESTER, MI 48158-**

Type of License or Permit

20-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

**ACE PYRO LLC
13001 E AUSTIN RD
MANCHESTER, MI 48158-**

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Previous Edition is Obsolete ACE PYRO LLC:13001 E AUSTIN RD:48158-4 MI-161-20-6D-12625:April 1, 2026:20-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **ACE PYRO LLC**

Business Name:

License/Permit Number: **4-MI-161-20-6D-12625**

License/Permit Type: **20-MANUFACTURER OF EXPLOSIVES**

Expiration: **April 1, 2026**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



From: Bonnie Wessler, Director of Public Works

Subject: Designation of MDOT Maintenance Contract Signatories

SUMMARY & BACKGROUND:

The Michigan Department of Transportation (MDOT) contracts with municipalities for routine and emergency maintenance of state operated rights-of-way, referred to as "state trunklines". The agreement between MDOT and the City provides for reimbursement payments for labor, material and equipment expenses related to maintenance work performed on state trunklines. The current contract between the City and MDOT will expire September 30, 2024, and MDOT has presented a new contract for the periods of October 1, 2024 through September 30, 2029. MDOT requires a resolution approved by the City Council to designate a Maintenance Superintendent and authorize contract signatories before a contract draft is finalized.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Michigan Department of Transportation State Trunkline Maintenance Contract
October 1, 2024 – September 30, 2029 (DRAFT)

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti's State Trunkline Maintenance contract with the Michigan Department of Transportation (MDOT) expires September 30, 2024; and

WHEREAS, MDOT has presented the State Trunkline Maintenance Contract for the period of October 1, 2024 through September 30, 2029; and

WHEREAS, the City of Ypsilanti is designating Bonnie Wessler as the Maintenance Superintendent as it relates to this contract; and

NOW THEREFORE BE IT RESOLVED, THAT the City Council hereby designates Bonnie Wessler, Director of Public Works, and Tracey Boudreau, City Clerk, to sign the contract on behalf of the City.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
MUNICIPALITY

This Contract made and entered into by and between the Michigan Department of Transportation (MDOT), and the MUNICIPALITY, a Michigan municipal corporation (Municipality).

RECITALS:

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways and appurtenant facilities. MDOT, subject to the approval of the State Administrative Board; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest; and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

The parties agree as follows:

SECTION 1. SCOPE OF WORK

- A. Services Provided: For the term of this Contract, the Municipality agrees to maintain the state trunk line highways and, if applicable, appurtenant facilities within the Contract Area by performing maintenance work. Maintenance work will be performed under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management and Operations (TSMO) of MDOT. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding. For maintenance work not covered by the Field Activity Budget, a Transportation Work Authorization (TWA) will be issued by the Region Engineer.
1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall

remain in effect until either replaced or modified by the Region Engineer and approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes. Attachment G (Municipality Firm Unit Prices) and H (Municipality Snow Hauling Calculation Form) will be attached to the Letter of Understanding.

2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
 3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
 4. The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic systems (ITS). All such work will be listed in the Letter of Understanding, as set forth in Appendix F, included in the line item budget and defined in a supplemental scope.
 5. The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.
 6. The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.
- B. Specifications and Performance: The Municipality will provide personnel, equipment, materials, and facilities to perform the maintenance work under the terms of this Contract in a manner consistent with MDOT's established guidelines for winter and non-winter maintenance activities.

The Municipality shall perform all maintenance work under this Contract in accordance with accepted maintenance practices and/or specifications provided by MDOT and in accordance with the approved Budget and annual Work Plan.

When MDOT recognizes that a certain maintenance activity, is not in compliance with accepted maintenance practices and/or specifications, it will, within sixty (60) days of the billing of work, issue a written notice to the Municipality. Upon issuance of the first written

notice, MDOT will work with the Municipality to develop a corrective action plan. Once both MDOT and the Municipality are satisfied with the corrective action plan, MDOT and the Municipality will approve the plan for implementation. MDOT will reimburse the Municipality for the cost of the non-compliant work. Once the corrective work is completed in accordance with the corrective action plan, the Municipality will submit the cost for the corrective work for full reimbursement by MDOT. The Municipality agrees that if corrective work is not in accordance with the corrective action plan, the Municipality will not invoice MDOT for the non-compliant corrective work.

If MDOT determines that the corrective work is not in compliance with the corrective action plan, within thirty (30) days it will issue a second written notice to the Municipality describing the unacceptable corrective work, the reason for rejection, and include a written copy of MDOT's maintenance practices and/or specifications, if applicable. Work not meeting the corrective action plan will be corrected by the Municipality in accordance with the second written notice and the previously approved corrective action plan, without additional charge to MDOT. If MDOT, upon completion of the Municipality's second attempt to correct the non-compliant work, determines that the work is still not in compliance, MDOT will have the non-compliant work corrected by other means at MDOT's expense and the Municipality will reimburse MDOT for such expense through Maintenance Local Agency Payment System (MLAP). If there is a disagreement between MDOT and the Municipality regarding whether or not the corrective work meets MDOT's maintenance practices and/or specifications, the Municipality may request the Dispute Resolution Process as outlined in Section 26.

- C. Permits: At the request of the Region Engineer, the Municipality may agree to inspect work performed by permit or otherwise assist MDOT with permits. In such event:
1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents, and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.
 2. MDOT will further require Permit Applicants to provide Commercial general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability policy with a blasting endorsement when blasting is involved, or Commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities or public utilities.

3. The amounts of such insurance will be no less than:

Commercial General Liability Insurance:

The minimum limits shall be \$1,000,000 each occurrence and \$2,000,000 aggregate.

Combined single limit for bodily injury and property damage liability shall be \$1,000,000 each occurrence.

The insurance limits above may be attained through an umbrella policy.

- D. Transportation Work Authorizations: TWA's may be issued by the Region Engineer for both Maintenance work and non-maintenance work. This work may be performed by the Municipality, or a subcontractor as set forth in Section 9 of this Contract. TWA's will be performed in accordance with MDOT's accepted maintenance practices and specifications and as required in the TWA. The Municipality will provide the necessary supervision or inspection to ensure that the work is performed in accordance with the TWA. In the event the Region Engineer finds the work performed not in compliance with MDOT's accepted maintenance practices or the specifications on the TWA, then the corrective action specified in Subsection 1 (B) will be followed.
- E. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

SECTION 2. RESERVED FOR FUTURE USE

SECTION 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

SECTION 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR

The Municipality hereby designates _____ as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. The Municipality's title for this position is _____. In the event the Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

SECTION 5. SUPERVISION

The Municipality hereby designates _____ or others functioning in the same capacity as Highway Maintenance Foremen, hereinafter referred to as the "Foremen", who will oversee all work covered by this Contract and be responsible to the Contract Administrator. The Municipality will notify MDOT in writing within (30) days of any change in the above personnel. The Municipality will be reimbursed for actual time worked by the Foremen on state trunkline Highway maintenance when supported by daily timecards signed by their immediate supervisor or electronic timekeeping approved by their assigned supervisor subject to the provisions of Subsection 16(B).

SECTION 6. WAGE SCHEDULE

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality. A copy of the union agreement or HR Wage Schedule will be provided to MDOT upon request.

No "stand by at home" pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 16.

SECTION 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

Material necessary for the performance of this Contract, may be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00), or if required by federal or state law. The Municipality shall select the lowest qualified bid.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality, will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT's Construction Field Services Division, or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality clearly indicating the portion that is MDOT-owned.

SECTION 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review/audit. The term "review/audit" hereafter will be referred to as "review".

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion. All changes will be submitted with the Firm Unit Prices form, Appendix G.

_____ No, Firm Unit Price items will not be used.

_____ Yes, Firm Unit Price items will be used.

MDOT may review all records necessary to assess the accuracy of the material quantities for all materials on the Firm Unit Price List for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(E). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

SECTION 9. SUBCONTRACTS

The Municipality may subcontract any portion of the work to be performed under this Contract. Bidding/price solicitation and subcontracts will comply with applicable law and conform to the Municipality's contracting process except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for the subcontracted work. The scope of work and any specifications must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved by the Municipality for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the submission of a Form 426 and summary of emergency work within 15 days of completion.

The parties agree to extend the terms of the Contract if subcontracted work is incomplete at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT. In situations where this Contract is terminated by the Municipality or MDOT, all subcontracts shall be deemed terminated as of the date the Contract is terminated. The Municipality must incorporate this provision into all subcontracts.

County and/or Municipality-based advantage programs, hereinafter the "CBA Process", or any type of preference program which awards contracts based on criteria other than low bid through the competitive bidding process, may not be used for any work under this Contract.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required in this section may result in a denial of the reimbursement of the costs.

The term of any subcontract will not exceed five (5) years including any extensions.

For subcontracts involving the items of Drainage Structure Cleanout, Curb Sweeping, and Area Mowing, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

All Subcontracts shall be awarded to the lowest qualified bid. Subcontract solicitation and approval process will be as follows:

- A. **Subcontracts less than \$25,000:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.
- B. **Subcontracts \$25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define the scope of work, performance specifications, MDOT contract terms, and the location of work to be performed. Documentation of the solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.

State Administrative Board requirements for Contracts and Amendments (previously referred to as overruns, extra work and adjustments), are outlined and set forth in Appendix E, attached hereto and made a part hereof.

SECTION 10. NON-DISCRIMINATION

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the “Contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

SECTION 11. ANTI-KICKBACK

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

SECTION 12. SCOPE OF CONTRACT

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

SECTION 13. INSURANCE

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days' notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days' notice provisions and the limits of liability, will be submitted to MDOT. The Municipality agrees to review its insurance programs with its statewide association in an effort to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted.

- B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General
Division Chief
Transportation Division
Van Wagoner Building - 4th Floor
425 West Ottawa Street
P.O. BOX 30050
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

SECTION 14. WORKERS' DISABILITY COMPENSATION

The Municipality will comply with the Michigan Workers' Disability Compensation Act, MCL 500.3400, *et seq.* for all employees performing work under this Contract.

SECTION 15. BUDGET

Each MDOT fiscal year, the Region Engineer will prepare separate budgets for winter and non-winter maintenance in accordance with MDOT guidelines. The Region Engineer, in consultation with the Municipality, shall develop an annual Work Plan which shall include non-winter maintenance activities, a proposed schedule, and the estimated cost for such activities. The sum of those estimated costs will constitute the non-winter Budget and will be distributed monthly in accordance with the proposed schedule.

MDOT agrees that, once established, the fiscal year non-winter maintenance will not be reduced, except as otherwise provided in this Contract. The Budget for winter maintenance activities will be based on a five-year (5) average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality-supplied road salt, winter sand, other de-icing chemicals and overhead. Notwithstanding the foregoing, MDOT will establish a statewide holdback fund amount not to exceed thirty percent (30%) of the five (5) year winter average. The statewide holdback funds will be used to cover Winter Overruns of the Municipality, other contract road agencies, and MDOT direct forces. The statewide holdback funds will also be used to pay any budget review adjustments owed to contract agencies. MDOT will distribute any remaining funds in the statewide holdback to contract agencies and MDOT direct forces based on a prioritization of statewide non-winter maintenance needs.

The Region Engineer and the Municipality will review the non-winter maintenance Budget together at least every other month. Any adjustments to the proposed work plan to curtail or expand operations will be addressed in this Budget review. During winter operations,

the winter Budget will be reviewed by the Region Engineer and the Municipality every month to conduct the same review.

MDOT and Municipality will meet between March 1 and May 15 of each fiscal year to develop a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter Budget, if any. The work activities proposed in the supplemental summer program will be prioritized to support MDOT's preservation strategy. The remainder of the winter Budget will be released to the Municipality two weeks after the final bill is received by MDOT covering the winter season as defined in the Winter Letter of Understanding.

If the Municipality's winter overruns (including benefits and overhead) exceed MDOT's winter budget and holdback funds statewide, MDOT will seek additional funding to address the overruns including a supplemental appropriation from the State Budget Office. MDOT reserves the right to reduce the non-winter maintenance Budget if efforts to secure additional funding are unsuccessful.

SECTION 16: REIMBURSEMENT SCHEDULE

MDOT will reimburse the Municipality for costs incurred in the performance of the work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT's Maintenance Local Agency Payment (MLAP) system prior to the start of the review for each respective year of the Contract period.

- A. Requests for reimbursement shall be made through MLAP at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within fifteen (15) days from the end of each bi-monthly period. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Municipalities with a line-item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis.
- B. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- C. MDOT will reimburse the Municipality for the cost of MDOT's share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.

- D. MDOT will reimburse the Municipality for the cost of MDOT's share of the actual cost of Municipality owned or purchased energy.
- E. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- F. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
1. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating, or loading for materials in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, and these costs can be identified within the records of the Municipality. When bulk items intended for use on the state trunkline are co-mingled with the Municipality's materials for their local roads, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.
 2. **Non-Bulk Items (measured by area or count):**
A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.
- G. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- H. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- I. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.

J. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Foreman (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

K. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

L. The Municipality will be reimbursed as a direct cost for work performed by the Foreman making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Foreman designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A. **The completed Form 410A shall be uploaded to MDOT's MLAP system.**

SECTION 17: ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

SECTION 18: SNOW HAULING

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer and will be detailed in the Letter of Understanding. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. Prior written authorization from the Region Engineer shall be required for each snow haul event outside the parameters in the Letter of Understanding and shall be kept on file for review purposes.

MDOT'S share of snow hauling will be calculated on the Municipality Snow Hauling Calculation Form, Appendix H. The completed form will be submitted to the Region Engineer. The snow hauling percentage will be based on the ratio of the width of area designated for traffic movement to the width of the total area agreed upon for snow hauling. MDOT is not responsible for snow removal in parking lanes or sidewalks and will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement.

MDOT'S reimbursement for snow hauling from state trunkline highways will be paid at the below percent of actual charges supported by proper documentation.

_____ percent (%)

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

SECTION 19: PAVEMENT MARKING

Compensation for the item of Special Markings Paint & Tape will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for Special Markings Paint & Tape in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Special Markings Paint & Tape is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of Curb Sweeping, Area Mowing and Litter Pickup will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

SECTION 21: TREES AND SHRUBS

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

SECTION 22: EQUIPMENT LIST

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be uploaded to the Files page in MDOT's MLAP system.

SECTION 23: RECORDS TO BE KEPT

- A. The Municipality will establish and maintain accurate records, in accordance with generally accepted accounting principles of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
 - 1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will

retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.

2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.
 3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. Cost records are not necessary in support of the overhead percentage or the five percent (5%) handling charge.
- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute regarding allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

The Municipality will maintain all RECORDS supporting equipment usage from the time of equipment purchase to disposal to support any gain or loss from equipment disposed.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT for this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of the Contract that apply to the reporting of costs incurred under the terms of this Contract.

SECTION 25: CONTRACT REVIEW AND RESPONSE

- A. The Municipality's records will be subject to review within the statute of limitations, and the review period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed.

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

- B. Within sixty (60) days after the date of the Notice of Review Results, the Municipality will submit to MDOT a written response, hereinafter referred to as the "Response", to the Notice of Review Results indicating one of the following options:
1. The Municipality concurs with the Notice of Review Results and will either repay the amount of any overpayment to MDOT and/or or be reimbursed the amount of any underpayment by MDOT.
 2. The Municipality does not concur with Notice of Review Results. The "Response" will explain the nature and basis for any disagreement as to a disallowed item of expense, and/or,
 3. The "Response" will include a written explanation as to any questioned item of expense. The "RESPONSE" will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
 4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, “Dispute Resolution Process”.

SECTION 26: DISPUTE RESOLUTION PROCESS

A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the Contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of TSMO or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other’s position.
- 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.

- 6) Every effort will be made to complete this process within 90 calendar days by both parties.

B. Review Disputes

For review disputes the submitted “Response” and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their Response.
- 2) After an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT’s decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel’s written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.
- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. If a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if agreed upon by both parties.

Injunctive Relief

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

SECTION 27: TERM OF CONTRACT

This Contract will be in effect from October 1, 2024 through September 30, 2029.

SECTION 28: CONTRACT TERMINATION OR EXPIRATION

- A. For convenience, MDOT may terminate this Contract by providing written notice to the Municipality at least two (2) years prior to the beginning of the Contract year to which the termination, applies.

The Municipality may terminate this Contract by providing written notice to MDOT at least two (2) years prior to the beginning of the Contract year to which the termination applies.

In the event either party provides notice of an intent to terminate the Contract as provided in this subsection, the Contract shall terminate at the beginning of the Contract year (October 1), two years following the date of the notice. For greater clarity, the parties do not intend for the Contract to terminate as of the date of the notice. Notwithstanding any other provision to the contrary, if a party provides notice of its intent to terminate the Contract as provided in this subsection and the Contract will expire before the two-year notice period has lapsed, the parties agree that the Contract shall be automatically renewed and continue in full force and effect until October 1, two years following the date of the notice.

- B. If a new Contract has not been executed by the parties within 120 days following the expiration of this Contract, this Contract shall be deemed automatically renewed as of the date of expiration and continue in full force and effect for two years following such date. After those two years have lapsed, the Contract shall be deemed terminated.
- C. Notwithstanding any provision of this Contract to the contrary, upon termination of this Contract "for cause", the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, are set forth in Appendix D, attached hereto and made a part hereof.

SECTION 30: CONTRACTUAL INTERPRETATION

All capitalized words and phrases used in this Contract have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate and any words or phrases that have a specialized meaning in the law, shall be construed and understood according to such specialized meaning.

SECTION 31: AUTHORIZED SIGNATURE

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official of the Municipality and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature thereto of the respective official of the Municipality, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

MUNICIPALITY

BY: _____
TITLE:



BY: _____
TITLE: MDOT Director

APPENDIX A

DEFINITIONS

Annual Work Plan: A schedule developed by the Municipality and Region Engineer's designee of the routine maintenance work to be performed annually on state trunklines by the Municipality.

Budget: The funds allocated to the Municipality for the fiscal year beginning October 1. Budget may also be referred to as Annual Budget or Field Activity Budget or Maintenance Budget.

Chemical Storage Facilities: Bulk salt storage buildings.

Competitive Bidding: A procurement process that involves advertising work so that qualified vendors can submit bids to perform the work. The contract is then awarded to the lowest qualified bidder.

Contract Administrator: An individual designated by the Municipality responsible for supervising all work covered under this Contract.

Department: The Michigan Department of Transportation.

Engineer of Transportation System Management and Operations (TSMO): The Department's designated engineer of TSMO.

Equipment Questionnaire: A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

Foremen: A person(s) designated by the Municipality responsible for overseeing all work covered under this Contract and is responsible to the Contract Administrator.

Maintenance Work: Routine activities performed on a regular basis or in response to uncontrollable events upon the state trunklines. Also includes planned activities to state trunklines to preserve functional condition and any work authorized by a TWA.

Maintenance of State Trunkline highways/lane miles maintained: The Municipality is to provide the winter and non-winter maintenance activities on its miles as identified within the work plan.

Michigan State Transportation Commission: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

Non-Winter Maintenance Budget: The portion of the Budget allocated to non-winter maintenance activities.

Office of Commission Audit (OCA): The office that reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

Region Engineer: The Department's designated chief engineer responsible for the oversight of each region of the Department or that region's designee.

Review: A financial statement review is a service under which the accountant obtains limited assurance that there are no material modifications that need to be made to an entity's financial statement for them to be in conformity with the applicable financial reporting framework. OCA's review will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Governmental Auditing Standards* issued by the Comptroller General of the United States. A review consists primarily of inquiries of personnel and the application of analytical procedures to data.

Schedule C Equipment Rental Rates: The department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the "Equipment Questionnaire".

Small Road Tools: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

Small Power Tools: Work tools powered by electricity or battery power and have a rental rate assigned.

State Administrative Board: A Board that consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The DTMB designates a Secretary to the State Administrative Board and provides for staff support. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capital outlay process and the settlement of small claims against the state. The State Administrative Board functions through three standing committees (Finance and Claims, Building, Transportation and Natural Resources) which make recommendations to the Board. The State Administrative Board meets the first and third Tuesday of each month.

State Trunkline Highway: A road, highway, or freeway under the jurisdiction of the Department, and usually numbered as an M, US, or Interstate Route.

Termination for Cause: The exercise of MDOT's right to terminate this Contract "for cause", in whole or in part, if the Municipality, as determined by MDOT: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose MDOT to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

Termination Date: The date the contract is no longer effective.

Transportation Work Authorization (TWA): A written order for work not covered by the Budget. Funding for the TWA is reimbursed to the Municipality in addition to the annual Budget.

Transportation and Natural Resources Committee: A committee that approves the award of Michigan Department of Transportation (MDOT) contracts and agreements; Department of Natural Resources (DNR) oil, gas, and mineral leases; conveyance of submerged lands. The committee meets the Wednesday before the State Administrative Board meeting. The agenda is prepared by MDOT and DNR.

Winter Maintenance: Maintenance Work centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and bare driving surface under prevailing winter conditions. The activity numbers that define the Budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (*See winter maintenance patrol below*)

1490: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above activity numbers.

Winter Maintenance Patrol: An employee assigned to monitor state trunkline road conditions during the winter at times outside the normal workday, i.e. 2nd or 3rd shift.

Work Plan: An annual outline of maintenance activities to be performed under this Contract. The components of the plan include the amount of Budget allocated to each routine maintenance activity group, a list of prioritized maintenance activities, and may include a proposed timeframe for completion.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2024, through September 30, 2029

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000_____	11.00_____	.50_____	11.50
\$25,001 to \$50,000 _____	10.25_____	.50_____	10.75
\$50,001 to \$75,000 _____	9.50_____	.50_____	10.00
\$75,001 to \$100,000 _____	8.75_____	.50_____	9.25
\$100,001 and over _____	8.00_____	.50_____	8.50

APPENDIX C

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX D

**STATE ADMINISTRATIVE BOARD
RESOLUTION 2017-2
PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS
AND
RECISSION OF RESOLUTION 2011-2**

WHEREAS, the State Administrative Board (“Board”) exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation (“MDOT”) Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation’s Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT’s administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.
2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.
5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and

the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.



APPENDIX E

SUBCONTRACT REQUIREMENTS

SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS (PREVIOUSLY REFERRED TO AS OVERRUNS, EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2017-2, April 25, 2017)

State Administrative Board approval is required on all contracts (including subcontracts) when the sum of the contract including any optional year(s) is \$500,000 or greater.

Amendments

Subcontract Requirements:	Amendment Amount	State Administrative Board (SAB) Approval Requirements:
• Region Engineer approval required prior to start of work. • Form 426 must be signed by the Region Engineer. • Documentation of amendment is required by the Municipality. • Send revised Form 426 to the Transportation Systems Management Operations (TSMO), Contract Specialist for review and approval prior to the start of work.	\$499,999 or less	Not required Note: Emergency contracts \$250,000 or greater require SAB approval.
	\$500,000 or greater	Required prior to the start of work. Note: When the sum of the contract and all amendments total \$500,000 or greater, SAB approval is required.

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.

January 30, 2024



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH, P.E.
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name

Address

Contact Person, Title

RE: Letter of Understanding for State Trunkline Maintenance Contract between Michigan Department of Transportation (MDOT) and the (insert name of contract agency)

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 1, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City (or Village) of _____. The work activities are to be conducted by the City (Village) as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Reimbursement for Snow Hauling will be limited to (insert agreed upon snow hauling parameters) and will be reimbursed at (insert snow hauling rate)% of the total costs of snow hauling. For any additional snow hauling outside of these parameters, MDOT will not participate in the cost unless written approval is received prior to the snow hauling. The Municipality Snow Hauling Calculation form (Appendix H) is attached.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract. Payment for items with Firm Unit Prices will be in accordance with the attached Municipality Firm Unit Prices form (Appendix G) attached.

Subcontracting of any work activities shall be in accordance with Section 9 of the Contract.

Name
Page 2
Date

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Coordinator (or Engineer)
MDOT ____TSC

APPROVED BY:

City (Village) of _____ agrees to the terms and conditions stated in this agreement.

Dated this ____ day of _____, 2024

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

Appendix G

Michigan Department
of Transportation
0572 (03/2024)

MUNICIPALITY FIRM UNIT PRICES

Clear Form

MUNICIPALITY NAME	EFFECTIVE DATE
-------------------	----------------

TYPE OF MATERIALS PRODUCED OR SUPPLIED	UNIT OF MEASURE	UNIT PRICE	ITEM LOCATION	PRICE INCLUDES

INSERT ABOVE, THE FOLLOWING APPLICABLE NUMBER(S):

Type of Materials produced or supplied by Municipality

- 1. Aggregate
- 2. Winter Sand
- 3. Salt
- 4. Other (Describe):

Item Locations

- 1. Pit Site
- 2. Yard
- 3. Other (Describe):

Price Includes

- 1. Processing or Mixing Costs
- 2. Stockpiling or Hauling to Stockpile Costs
- 3. Royalty Costs
- 4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)
- 5. Winter Sand
- 6. Bituminous Costs
- 7. Other (Describe):

MUNICIPALITY SUBMITTED BY		
NAME	TITLE	DATE

MDOT APPROVED BY		
NAME	TITLE	DATE

Appendix H

Michigan Department
of Transportation
5191 (02/2024)

MUNICIPALITY SNOW HAULING CALCULATION FORM

Clear Form

Definitions

MUNICIPALITY NAME	ROUTE	EFFECTIVE DATE
-------------------	-------	----------------

SKETCH OF ROADWAY AND SNOW HAULING LIMITS

TOTAL WIDTH OF SNOW HAULING (WSH) ft	WIDTH OF AREA DESIGNATED FOR TRAFFIC MOVEMENT (ADTM) ft
SNOW HAULING RATE (SHR): $SHR = ADTM / WSH \%$ SHR: / = %	

MUNICIPALITY SUBMITTED BY	
NAME	TITLE

MDOT APPROVED BY	
NAME	TITLE

DEFINITIONS

Total Width of Snow Hauling (WSH): Total width of the roadway, parking lanes, and sidewalks from which snow will be removed during snow hauling operations.

Width of Area Designated for Traffic Movement (ADTM): The portion of the highway right-of-way that is intended for traffic movement. The ADTM does not include parking lanes, sidewalks, or buffer areas that are part of the right-of-way.

Sample Calculation

Total road right-of-way is 66 feet, which includes three 12-foot lanes, two 8-foot parking lanes, and 7 feet of sidewalk and buffer space on each side of the roadway. No snow will be hauled from the area beyond the sidewalks.

WSH: 66 feet

ADTM: 36 feet

Snow Hauling Rate: $36 \text{ feet (ADTM)} / 66 \text{ feet (WSH)} = 55\%$



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, YCUA Board of Commissioners approved a recommendation to City Council for a water and readiness to serve rate increase; and

WHEREAS, The proposed increase of 3.07% to City Division customers would become effective September 1, 2024, and

WHEREAS, The Great Lakes Water Authority's Water Charge increase to YCUA was 3.07% which becomes effective July 1, 2024; and

NOW THEREFORE BE IT RESOLVED, that the Ypsilanti City Council approve the Readiness to Serve Water Rate Increase Ordinance, Ordinance No. 1436.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

ORDINANCE NO. 1436

An ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water service rates.

BE IT ORDAINED BY THE CITY OF YPSILANTI, that:

Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances shall be amended as follows:

(b) For all billings rendered prior to September 1, 2024, existing water service rates shall prevail. For all billings rendered on or after September 1, 2024, water service rates shall be as follows, for each bimonthly (two-month) period:

(1) Readiness-to-serve rates based on size of meter:

Meter Size (inch)	Water Rate
5/8-3/4	\$ 22.29
1	\$ 55.74
1-1/2	\$ 111.47
2	\$ 178.35
3	\$ 557.33
4	\$ 1,114.66
6	\$ 2,229.32
8	\$ 3,901.31
10	\$ 6,130.63
12	\$ 7,245.29

(2) **Commodity rate:** \$6.37 per 100 cubic feet

This Ordinance shall take effect and be in full force upon publication in the Washtenaw Legal News.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF _____, 2024.

Nicole Brown, Mayor

Tracey Boudreau, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. 2024-1436 was published in the Washtenaw Legal News on the ____ day of _____, 2024.



Dedicated to Providing Top Quality, Cost Effective, and
Environmentally Safe Water and Wastewater Services to Our Customers

YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: 734-484-4600
WEBSITE: www.ycua.org

June 24, 2024

VIA EMAIL

Ms. Tracey Boudreau, Clerk
CITY OF YPSILANTI
One South Huron Street
Ypsilanti, Michigan 48197-5400

Re: Water and Sewer Rate Changes

Dear Ms. Boudreau:

Please be advised that the YCUA Board of Commissioners will consider a recommendation to City Council for a water and readiness to serve rate increase at their regular meeting on June 26, 2024. The proposed increase of 3.07% to City Division customers would become effective September 1, 2024. The Great Lakes Water Authority's Water Charge increase to YCUA was 3.07% which will become effective July 1, 2024. At the same meeting, the YCUA Board of Commissioners will also consider a recommendation to the City Council for an increase in the sewer and readiness to serve rate by 2.00%. The proposed increase to City Division customers would also become effective September 1, 2024. The applicable ordinances needed to approve these increases are attached as well as the supporting documentation. The combined effect of these rate adjustments will be a 2.65% increase in a City Division customer's bimonthly bill.

Please place these items on the City Council's agenda for their consideration at the July 2 and July 16, 2024, meetings. Please also forward the supporting material attached for their use in considering these ordinance adoption requests.

Please contact me with any questions or concerns regarding this information by email at lblackburn@ycua.org or by phone at 734-484-4600 ext. 116.

Sincerely,

LUTHER BLACKBURN, Executive Director
Ypsilanti Community Utilities Authority

Enclosures

cc w/encl.: Mr. Andrew Hellenga
Mr. Matthew T. Jane
Mr. Dwayne Harrigan
Ms. Gail M. Thomas

YCUA City Division

	water	sewer	Total
Current			
Ready to Service	\$21.63	\$19.02	\$40.65
Commodity rate (per unit)	\$6.18	\$3.40	\$9.58

Average User residential

	10 units(7,480 gallons) per 2 month billing cycle		
	water	sewer	Total
Ready to Service	\$21.63	\$19.02	\$40.65
10 units	\$61.85	\$33.96	\$95.81
Total	\$83.48	\$52.98	\$136.46

**Effect on average city customers with a proposed 3.07% water rate increase,
asewer rate increase of 2.0%. Combined effect 2.65%**

	water	sewer	Total
PROPOSED: September 01, 2024			
Ready to Service	\$ 22.29	\$ 19.40	\$41.69
Commodity rate (per unit)	\$ 6.37	\$ 3.46	\$9.84

Average User residential (proposed)

	10 units(7,480 gallons) per 2 month billing cycle		
	water	sewer	Total
Ready to Service	\$22.29	\$19.40	\$41.69
10 units	\$63.75	\$34.64	\$98.39
Total	\$86.04	\$54.04	\$140.08
Increase in bill			\$3.62
Percent Change	3.07%	2.00%	2.65%



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, YCUA Board of Commissioners approved a recommendation to City Council for an increase in the sewer and readiness to serve rate; and

WHEREAS, The proposed increase of 2.00% to City Division customers would become effective September 1, 2024, and

NOW THEREFORE BE IT RESOLVED, that the Ypsilanti City Council approve the Sewer Readiness to Serve Water Increase Ordinance, Ordinance No. 1437.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

ORDINANCE NO. 1437

An ordinance to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances to adjust sewage disposal rates.

BE IT ORDAINED BY THE CITY OF YPSILANTI, that:

Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances shall be amended as follows:

(a) For all billings rendered prior to September 1, 2024, existing sewage disposal rates shall prevail. For all billings rendered on or after September 1, 2024, sewage disposal rates shall be as follows for each bimonthly (two-month) period:

(1) Readiness-to-serve rates based on size of meter:

Meter Size (inch)	Sewer Rate
5/8-3/4	\$ 19.40
1	\$ 48.50
1-1/2	\$ 96.98
2	\$ 155.17
3	\$ 484.92
4	\$ 969.82
6	\$ 1,939.66
8	\$ 3,394.40
10	\$ 5,334.05
12	\$ 6,303.89

(2) Commodity rate: \$3.46 per 100 cubic feet

This Ordinance shall take effect and be in full force upon publication in the Washtenaw Legal News.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____
DAY OF _____, 2024.

Nicole Brown, Mayor

Tracey Boudreau, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. 2024-1436 was published in the Washtenaw Legal News on the ____ day of _____, 2024.



YPSILANTI
HISTORICAL SOCIETY
MUSEUM | ARCHIVES

07/19/2024

To whom it may concern:

The fundraising that we are presently trying to set up is with the Michigan Gaming Control Board. Qualifying 501(c)3 charities can participate in 4 - 4 day events of charity poker per year. We will partner with Thompson Poker who puts on the event, the charity's responsibility is record keeping, selling and redeeming chips for the event. Let me know if you need any more information.

Respectfully submitted,

Pattie Harrington
Ypsilanti Historical Society Secretary

INTERNAL REVENUE SERVICE

DEPARTMENT OF THE TREASURY

Date: JUN 04 2001

YPSILANTI HISTORICAL SOCIETY
220 N. HURON STREET
YPSILANTI, MI 48197

Form:
990

Tax Years(s) Ended:
DECEMBER 31, 1999
Exemption under Section 501(c)(3) of
the Internal Revenue Code
Person to Contact/ID Number:
Ronald Schmidt 38-00168
Contact Telephone Number:
313-628-3111

Dear Sir or Madam:

Our recent examination of the above information return disclosed that your organization continues to qualify for exemption from Federal income tax. Accordingly, the return is accepted as filed.

However, the following marked item(s) were noted:

[X] See Attached

We will appreciate your compliance with the above requirements.

Sincerely,

R. C. Johnson

R. C. Johnson
Director, EO Examination

EIN 23-7164028

our 501-3-C
Tax ID #



Resolution No. 2024 -179
August 27, 2024

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council recognizes the Ypsilanti Historical Society as a nonprofit organization operating in the City of Ypsilanti for the purpose of obtaining a charitable gaming license.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



REQUEST FOR LEGISLATION

From: Bonnie Wessler, Director of Public Works

Subject: Leforge/Factory Bridge & Leforge Paving Project – Construction Engineering Services Amendment

The City of Ypsilanti is working with MDOT on rehabilitation of both Factory and Leforge, as an MDOT Local Area Project (LAP). MDOT administers the bidding and the contract, and pays a share of the construction via funds programmed in the TIP. We bear the full costs of both design engineering and construction engineering/oversight for both these projects.

The City opted to leverage this contract and bid pricing received for that work to do mill & overlay work on Leforge between the bridge and the railroad tracks; as the paving work was added after the initial construction engineering proposal from OHM was accepted, the proposal/contract needs to be amended to reflect that additional work. This portion of the amendment is NTE \$19,850.

In addition, the Factory Street bridge was revealed, with construction significantly underway, to have more extensive degradation of the concrete surfaces of the bridge than initially thought, which led to more testing, more utility involvement, significantly more administrative work, and more time. This portion of the amendment is NTE \$18,600.

Both will be paid out of the Leforge/Factory bridge item in 202.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Proposal

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City accepted a proposal from OHM to provide construction engineering services for the Leforge/Factory bridge project; and,

WHEREAS, the scope of that project has changed;

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti approves the proposal from OHM for construction engineering services for an amount of \$38,450;

THAT the City Manager is authorized to sign this proposal.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

June 19, 2024

CITY OF YPSILANTI
14 W. Forest Ave.
Ypsilanti, MI 48197

Attention: Bonnie Wessler, AICP
Director of Public Services

Subject: **Proposal Amendment for Construction Phase Engineering Services
LeForge Bridge and Factory/Spring Bridge
MDOT JN 215136**

Dear Ms. Wessler:

OHM Advisors (OHM) is pleased to submit this proposal amendment for construction phase engineering services for the pavement rehabilitation work added to the preventative maintenance project of the LeForge Street bridge over the Huron River. Additionally, this proposal includes the increased construction inspection, engineering, and contract administration (CA/CE) effort for the additional scope of Factory/Spring St bridge.

PROJECT UNDERSTANDING

The preventative maintenance project for LeForge and Factory/Spring bridges was selected by the Michigan Department of Transportation (MDOT) Local Bridge program to receive funding in 2024. OHM prepared design documents to be bid through the MDOT bidding process and Z Contractors, Inc. was the low bidder and awarded the project with a bid of \$885,619.19. OHM provided the original construction phase services proposal dated January 24, 2024, that was approved by Council on April 2, 2024, to provide CA/CE services for the preventative maintenance project. This proposal amendment encompasses two additional tasks requested by DPS for the preventative maintenance project that are detailed below.

As part of the first task, the City requested OHM work with Z Contractors to quote additional work to mill and overlay ~270 feet of LeForge Road between the bridge and the railroad Right-of-Way (ROW). OHM prepared a list of pay items and estimated quantities for Z Contractors to provide pricing. The quote (attached to this proposal) for \$175,187.50 was approved by City Council on April 16, 2024. As part of this work, Z Contractors will need to pull an MDOT railroad ROW permit to accommodate for the work. Additionally, the traffic control for the adjacent multifamily apartments will need to be coordinated and managed throughout the pavement work. The City has requested construction phase engineering services for the pavement rehabilitation complete with inspection, contract administration and construction engineering.

During the Factory/Spring bridge construction, Z Contractors evaluated the soundness of the bridge deck, and the concrete was worse than anticipated. The concrete surface was compromised from the barrier to the edge of the bridge deck and more concrete needed to be replaced than initially planned. To complete the concrete repairs, Z Contractors had to remove the tube rail to chip out the concrete to the edge. Thus, Z Contractors was required to place a safety rail, platform hanger, and place an edge form along the length of the bridge on both sides, which was



unanticipated at bidding. This change in scope increased the contract value by about 15% and added two (2) additional weeks onto the construction schedule.

This task amendment will be in addition to the construction phase services for the preventative maintenance of the Leforge and Spring/Factory bridges.

SCOPE OF SERVICES

Task 1: Additional CA/CE for Pavement Rehabilitation at LeForge Bridge

As required by MDOT LAP projects, OHM Advisors will provide construction administration services utilizing Field Manager software to track pay quantities for the additional pavement rehabilitation work from Leforge Bridge to the railroad ROW. OHM will assist the contractor with the MDOT railroad ROW permit acquisition and permitting requirements throughout the project duration. OHM will review the contractor submittals for materials and shop drawings and G2 Consulting Group will perform the materials testing. OHM will provide full-time inspection during contractor's operations, and we estimate this work will be 7-10 days of construction. Additionally, due to the work being completely City-funded, OHM will provide additional administration effort to amend the contract to include a City-funded payment category.

Task 2: Additional Scope of Work at Factory/Spring Bridge

During the Factor/Spring bridge construction, OHM evaluated the existing conditions and determined the concrete removal limits and approved contractor's proposed approach to the work. OHM communicated with MDOT on the developing situation and held a site meeting with interested parties to discuss. OHM provided full-time inspection for the additional two (2) weeks of work and kept track of quantities. G2 Consulting Group had additional site visits to perform the materials testing of the extra concrete. Due to the value of the change order compared to original contract amount, additional administration and engineering time was required to process this through the Lansing MDOT office.

PROJECT SCHEDULE

Factory/Spring bridge work has concluded. LeForge Bridge work will take place later in the summer and the additional paving work will happen during that time. Per the Progress Clause in the contract, this project will be complete by October 31, 2024, and close-out of contract to extend into the fall of 2024. It is expected this additional work will extend the project timeline and will be negotiated with the contractor under a Change Order. The extension for time will rely largely on the MDOT Railroad ROW Permit.

FEE SCHEDULE

OHM Advisors proposes to provide the above outlined professional services on an hourly – not to exceed basis, in accordance with the continuing services agreement between the City and OHM. Invoices will be sent monthly as work is performed:

<u>Amendment Description</u>	<u>Fee</u>
Task 1: Leforge Rd Pavement Rehabilitation CA/CE.....	\$19,850.00
Task 2: Additional Scope of Work at Spring/Factory Bridge	\$18,600.00
Amendment Total	\$ 38,450.00

ASSUMPTIONS/CLARIFICATIONS

The above fee is based on the following assumptions:



- ▶ This effort is in addition to the existing CA/CE services OHM is providing on the preventative maintenance project.
- ▶ No additional permits besides the MDOT railroad ROW permit will be necessary.

AUTHORIZATION

If you find this proposal acceptable, please provide us authorization to proceed by signing the proposal below and returning it to us. We appreciate the opportunity to provide you with this proposal. Please feel free to contact us if you have any questions or need any additional information at (734) 522-6711.

Sincerely,

OHM Advisors



Rachel Jackson, PE
Project Manager

cc: Andrew Hellenga, City Manager
Kent Early, PE, OHM Advisors
Fraser Payne, PE, OHM Advisors

Accepted for City of Ypsilanti

(Signature)

(Printed Name)

(Title)

(Date)



**Barr,
Anhut &
Associates, P.C.**
ATTORNEYS AT LAW

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e-mail: jbarr@barrlawfirm.com

John M. Barr

Jesse O'Jack ~ Of Counsel
Tobias J. Lipski ~ Of Counsel
Randolph Barker ~Of Counsel
Jennifer A. Healy ~ Legal Assistant

REQUEST FOR LEGISLATION

DATE: August 13, 2024

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Senior Center Lease Agreement

SUMMARY/BACKGROUND

In order to avoid closing for financial reasons the City worked out an arrangement with a private group of citizens to run and manage the Senior Center facility. (Center) A lease was signed in 2020 and the citizens group has incorporated and become a federally tax exempt 501c3 corporation, the *Ypsilanti Senior Center*. (YSC).

The YSC has managed the Center and obtained grants and provided programing for Ypsilanti seniors. YSC desires to continue the arrangement and operation of the Center. Monica Prince, YSC director recently appeared before City Council and provided an update and presentation of the work of the YSC.

YSC has presented a revised Lease, Operations and Management Agreement to the City. The lease is for 5 years starting January 1, 2024 and provides that the YSC will be an agent of the City to manage the Center. YSC will appoint a City representative to serve on its board. YSC has worked on improvement plans for the Center and will present the plans to the City.

The Lease is in proper legal form and is approved as such.

RECOMMENDED ACTION: Review and adoption of proposed Lease.

DATE RECEIVED: _____ AGENDA ITEM NO.

CITY MANAGER COMMENTS:



FOR AGENDA OF: _____ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:

August 27, 2024

RESOLUTION TO APPROVE 5 YEAR LEASE
WITH YPSILANTI SENIOR CENTER, A MICHIGAN
NON PROFIT 501C3 CORPORATION

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that the certain 5 year lease with term January 1, 2024 to December 31, 2029 with the Ypsilanti Senior Center, a Michigan non-profit 501c3 corporation for the lease, operation and management of the Ypsilanti Senior Center Facility at 1015 N. Congress, Ypsilanti, MI 48197 be approved and the Mayor and City Clerk are authorized to sign for and on behalf of the City of Ypsilanti, subject to the approval of the City Attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

YPSILANTI SENIOR CENTER

LEASE, OPERATIONS, AND MANAGEMENT AGREEMENT

This Agreement is made this ____ day of _____, 2024, by and between the CITY OF YPSILANTI, a Michigan municipal home rule city of One South Huron Street, Ypsilanti, MI, 48197 hereinafter referred to as "the CITY," and the YPSILANTI SENIOR CENTER, a Michigan non-profit, tax exempt 501(c)(3) corporation, 1015 N Congress Street, Ypsilanti, MI 48197, hereinafter referred to as "the CENTER."

RECITALS:

The CITY is the owner of the Building and ~~equipment~~ **scheduled personal property** comprising the Ypsilanti Senior Center (the Facility) located at 1015 N. Congress, Ypsilanti, Michigan 48197.

The CITY has used the facility as a senior citizen and community center.

The CENTER is a Michigan non-profit corporation **and** public charity granted exemption from income taxation by the Internal Revenue Service pursuant to Sec. 501(C)(3) of the Internal Revenue Code. ~~and~~ **It** is operated, **in part**, to advance the objectives of, and to participate in the programs and projects described in, the Older Americans Act of 1965, as the same may be amended and reauthorized from time to time, applicable state law, in the plans proposed by the Area Agency on Aging 1-B, and to achieve the objectives in the statement of purposes of the CENTER'S restated articles of incorporation.

The CENTER is keenly interested to acquire a lease of the Facility, to keep the facility open, to conduct a variety of activities at the Center, and to provide funding and management for the facility and the Center as a service to the public.

The CENTER and CITY shall coordinate efforts to obtain grants and other funding, to expand programs, and to improve and maintain the facility.

COVENANTS, TERMS, AND CONDITIONS:

NOW THEREFORE in consideration of mutual promises and obligations contained in this document, the parties agree as follows:

1. **Lease Term.** This Agreement shall become effective as of January 1, 2024 and continue in effect for five (5) consecutive years. The lease may be renewed thereafter for successive five-year terms by notice of intent to renew given in writing by the Center to the City Manager at least 90 days before termination. Upon approval by the city, which approval shall not be unreasonably withheld, the lease shall be renewed.

2. **Rent.** The rent shall be One (\$1.00) Dollar per year, to be paid in full on January 30 of each succeeding year.

3. Agency. The CITY appoints the CENTER as exclusive agent to manage and operate the Facility as a Senior/Community Center. The CENTER accepts the appointment subject to the terms and conditions set forth in this Agreement.

4. Description of the Facility. The property covered by this Agreement, (hereinafter referred to as “the FACILITY”) is described as follows: The building and contents located at 1015 N. Congress, Ypsilanti, MI 48197, the adjacent parking lot, and land in Recreation Park contiguous to the facility building, extending ~~400~~ 200 feet perpendicular to the exterior walls of the facility.

5. Management Standards. The CENTER agrees to exert its best efforts and to exercise the highest degree of skill and competence to manage the FACILITY to provide maximum benefit consistent with due regard for the safety and well-being of the public.

6. Financial Assistance. The CITY shall provide financial cash assistance in the amount of \$6000 per year, or such other amount and for such purposes as the parties may agree.

7. Agent’s Duties. The CENTER accepts and agrees to the following responsibility, authority, and duties:

a. To keep the FACILITY open to the public, and **especially senior citizens.**

b. To develop and provide programs **of interest to and benefit for senior citizens.**

c. To partner with Washtenaw County and other interested entities **to develop, fund, and provide programs of interest to senior citizens,** including food and nutrition programs when possible and appropriate.

d. To provide meeting space for citizen discussion groups, art groups and other groups and organizations for the benefit of the public.

e. To rent the FACILITY for events and on a day-to-day basis to persons, groups, and entities, and to collect reasonable rents and fees as determined by the CENTER. Rental fees may be waived for any use by the CITY and all of the CITY departments.

f. To follow all CITY anti-discrimination ordinances, policies, and rules.

g. To comply with all city codes, including living wage and prevailing wage ordinances.

h. To advertise the FACILITY by use of appropriate media and otherwise.

i. To investigate the references of all prospective renters as is necessary and reasonable to protect the CITY and the CENTER against loss and for protection of the FACILITY.

j. To determine the necessity for security deposits and collect the same.

k. To collect all rents, fees, and charges due and make a proper accounting for the same.

l. To become and remain at all times during this agreement a Federal Tax-Exempt Organization under the Internal Revenue Code.

m. To prepare and file all tax returns as may be required.

n. To apply for grant funds **and with the help of the CITY to administer grant funds received.**

o. To safeguard the facility **and restrict distribution of keys and alarm codes only to persons authorized by the CENTER and CITY.**

p. **To appoint one City representative, as recommended by the City, to serve ex officio on the CENTER board of directors.**

8. Operation and Maintenance. The CITY gives to the CENTER, and the CENTER accepts the following responsibilities, authority, and powers regarding the FACILITY:

a. Possession. The Center shall have possession of the FACILITY subject to the right of the City to conduct periodic inspections. Notice of intent to inspect shall be furnished in writing to the Executive Director of the Center not less than ten days in advance of the proposed date of inspection.

b. Repairs and Maintenance. The CENTER will **maintain and repair** ~~cause the FACILITY to be maintained and repaired~~ in accordance with sound management policies and Ypsilanti City Codes, and in a condition at all times acceptable to the CITY, including but not limited to cleaning, painting, decorating, plumbing, carpentry, grounds care, and other maintenance and repair work at the sole and exclusive cost of the CENTER. All costs for repairs and replacements to the roof, windows, doors, and walls, and for repairs or replacements for utilities and equipment, including for electrical, mechanical, plumbing, heating, ventilating, and air conditioning components and systems, shall be borne by the CITY. The CITY shall maintain and when necessary, replace the asphalt parking lot and the concrete sidewalks and approaches. The CITY shall timely remove accumulated snow and ice and shall apply environmentally safe chemicals to melt and clear ice.

c. ~~Improvements. When necessary, the CENTER shall apply for and use grant and other funds to improve by the FACILITY, subject to CITY approval, by 1) obtaining construction plans, 2) securing contractors and construction~~

~~agreements, and 3) completing construction work. All construction work shall be under the day-by-day supervision of the CITY. See new paragraph 17.~~

cd. Permits. The CENTER shall obtain all permits and other governmental permission necessary for any work or improvements ~~on~~ **at** the facility. The CITY shall waive permit fees.

de. Utilities. The CENTER shall be responsible for the payment of water, gas, electricity, extermination, telephone service, and other services necessary for FACILITY operation.

ef. Tools and Supplies. The CENTER shall obtain, purchase, and furnish all necessary tools, equipment, and supplies for the operation of the FACILITY.

fg. Personal Property Inventory. The CENTER shall cause an inventory of all City personal property at the FACILITY and deliver the inventory to City. The CENTER shall safeguard all such property and return **it** to **the** CITY upon termination of this agreement, or upon demand by **the** CITY.

gh. The CITY shall promptly provide the CENTER copies of all accounts, entries, and records kept by the CITY pertaining to the affairs, activities, and finances of the CENTER, and shall immediately transfer all funds held in such accounts to the CENTER.

9. **Accounting, Record Keeping, and Reporting.** The Center shall maintain accurate, complete, and separate accounts and records in accordance with generally accepted accounting standards and principles showing all income and expenditures relating to the operation of the FACILITY. The CITY shall have the right of reasonable inspection of the accounts and records at any time upon reasonable notice.

a. The CENTER shall **provide a semi-annual report to CITY detailing the operations of the FACILITY.** The report shall be submitted to the Ypsilanti City Clerk not later than January 30 and July 30 of each year. The report shall contain at a minimum:

- i. Copies of all meeting agendas, minutes, and meeting materials.
- ii. Current financial statement showing all income and expenditures and account balances.
- iii.. Copies of all rental agreements.
- iv. Facility use calendar.
- v. Fundraising status report.
- vi. Grant application status report including copies of all grant applications, approvals, or denials.
- vii. Grant compliance report.

viii. Status of all building or site improvements including copies of all permits.

10. Employees. The CENTER may employ, discharge, and pay employees and contractors, as necessary. The CENTER shall be solely responsible for such employees and contractors and CITY shall have no liability therefor. The CENTER shall indemnify and hold CITY harmless from any claims, suits, demands, or claims that may arise between the CENTER and any such employee or contractor.

11. Finances and Revenue

a. Fundraising

The Center shall comply with all rules and regulations of the federal and state governments governing fund raising and accounting that apply to public charitable organizations.

b. The Center shall keep written records showing the identities of donors by name and address, the amount of each gift in cash or the value of a gift in kind, and the written acknowledgments of donations.

c. Audits

The CENTER shall submit to audits of its books and records by the **CITY** auditor annually or at such times as the auditor shall request **and shall provide an annual audit/financial report to the CITY**. The obligation to report annually may be satisfied by submitting the reports made to the Internal Revenue Service and the Charitable Trust Division of the Michigan Department of Attorney General.

d. Bank Accounts.

The CENTER shall open and maintain one or more FDIC insured bank accounts for the deposit of funds.

12. Insurance, ~~and~~ Bonds, and Indemnification.

a. The Center shall cooperate with the CITY to acquire and maintain insurance coverages satisfactory to the CITY and where appropriate as part of the CITY's insurance program, the costs to be borne by the Center unless otherwise agreed, including, without limitation, the following:

Worker's Disability Compensation Insurance.
Liability Insurance with minimum limits of \$1,000,000.
Automobile Insurance
Property and Casualty, Fire and Extended Coverage
Directors and Officers Liability

b. The CENTER shall furnish the CITY with evidence that the risks of misappropriation of funds or other frauds are addressed by fidelity bonds or insurance.

c. The Center shall indemnify, save, and hold the City harmless from all claims arising from the use and occupation of the leased premises and from claims arising in connection with the Center's contractual relationship with the City. The Center shall have no obligation to indemnify the City from claims arising from the sole negligence of the City or for which the Center shall otherwise be found to have no liability.

13. Interest as Owner. The CENTER is the sole lessee of both the Facility and **scheduled** personal property within **and about** the FACILITY identified as property of the CITY, ~~and with the exception of the~~ **Aside from the** leasehold and **leased** personal property separately identified as owned by the CENTER, the CENTER shall not acquire any ownership interest in CITY property. The Facility and all fixtures, additions and improvements and personal property shall at all times be owned exclusively by the CITY. All personal property exceeding \$100.00 in value shall be carried on separate **schedules** ~~inventories~~ that identify personal property owned by the CITY and personal property owned by the CENTER.

14. Termination. Either party may terminate this Agreement in the event of a material breach of this Agreement by the other party. Written notice of the breach shall be delivered to the other party. The effective date of termination shall be established by the parties based on a consideration of existing program requirements, the interests of third parties who participate with the Center, and other facts that bear on the selection of the termination date, including the time required to obtain a lease of suitable premises and move.

a. Duties on Termination

The Center shall prepare a written report on the status of all contracts, programs, and activities that are active as of the date of the notice to terminate.

b. Effect of Termination.

The CENTER shall restore possession of the FACILITY, equipment, materials, and other personal property belonging to the CITY, and vacate the premises as of the effective date of termination. The CENTER shall promptly turn over to the CITY all records pertaining to FACILITY operations, together with all supplies and other property used for THE FACILITY, exclusive of property shown on the inventory as owned by the Center. The failure to vacate the premises.

All rights of the CENTER, upon the effective date of termination, controlled by this Agreement or otherwise obtained, shall immediately expire and the CENTER shall have no further right to possession or authority to act for the CITY.

c. Bankruptcy.

If either the CITY or the CENTER is adjudicated bankrupt, voluntarily files a bankruptcy petition, or makes an assignment for the benefit of creditors, either party may terminate this Agreement as provided herein.

15. **Avoiding Insolvency.** The CENTER shall examine its financial accounts with sufficient frequency to anticipate its inability to meet forthcoming expenses. If revenues diminish and deposits in checking and savings accounts remain static or become depleted the CENTER shall not incur debts that cannot be paid from presently available funds or funds whose receipt is assured.

16. **Disposition or Encumbrance. Right of First Refusal.** During the term of this Agreement and any renewals, the CENTER shall have a right of first refusal in the event of a third party offer to purchase the FACILITY. Upon receipt of a valid offer to acquire any interest in the FACILITY, the CITY shall give notice to the CENTER, and within 180 days from the date of the notice, hereafter the option period, the CENTER may acquire the interest subject to conveyance upon the same terms and conditions contained in the third party offer. If the CENTER fails to give notice in writing to exercise the option, the option shall expire, and the rights granted under this paragraph shall be deemed waived and be null and void. **The CITY shall not list the leased premises for sale, nor shall the CITY make an offer to sell nor accept an offer to purchase the leased premises or make a conveyance, encumbrance, or other disposition of all or any part of the leased premises during the term of the present lease or during the term of any renewal.**

17. **ALTERATIONS TO THE PREMISES.** A proposal to physically alter the leased premises which requires a permit and the cost of which exceeds \$1,000.00 shall be presented to the City Manager in writing describing the nature of the change and the purpose. Proposals shall include the estimated cost and the source of funding. If the alterations involve the appearance of the building, or if construction drawings and specifications are required to install the alterations, elevation drawings and construction drawings and specifications shall be prepared by a qualified draftsman, architect, or engineer and presented to the City Manager and permitting official for review and approval. No proposal shall be approved unless all required funds for planning, design, and construction are sourced, committed, and unconditionally available to draw. The CITY shall have access to the site and all construction activity until the work is complete and accepted.

18. **Construction and Interpretation.** This Agreement shall be construed and interpreted to achieve the objectives of the parties in accord with the law of the State of Michigan and, where required, the Internal Revenue Code.

19. **Assignment.** This Agreement will inure to the benefit of and constitute a binding obligation of the parties and their respective successors and assigns. This Agreement may not be assigned without the written consent of the **parties. CITY.**

20. **Disputes.** Disputes arising in connection with this Agreement shall be addressed first by mediation and if unresolved then by binding arbitration, to be conducted in Washtenaw County, Michigan. The dispute resolution process shall be governed by the commercial mediation and arbitration rules then in force published by the American Arbitration Association, subject to the parties' further agreement as to rules

and procedures. A claim in arbitration shall not, however, be submitted under the auspices of or subject to the jurisdiction of the American Arbitration Association, but to a qualified mediator or single attorney-arbitrator selected by the parties. All proceedings shall be conducted to achieve a prompt, economical resolution. The arbitrator's award may be submitted to a court of competent jurisdiction for confirmation and entry of a judgment. The Federal Arbitration Act shall govern all arbitration proceedings.

21. Name. **The name "Ypsilanti Senior Center"** is the sole and exclusive property of the CITY. The CENTER may use the name "Ypsilanti Senior Center" as its legal name and for all purposes consistent with the CENTER'S charitable purposes without charge. Upon termination of this Agreement or of a subsequent agreement permitting use of the name, all use of the name shall end.

22. Non-Discrimination. The Center shall not discriminate in its organization, policies, management, hiring, operation, or the achievement of its purposes on the basis of ethnicity, race, color, sex, age, gender identity, sexual orientation, religion, creed, handicap, disability, or on any basis prohibited by law.

23. Living Wage.

A. (1) Living Wages shall be paid according to the Ypsilanti Living Wage Ordinance, as provided in Chapter 2, Article VI, Division 4 of the Code of Ordinances for the City of Ypsilanti (The Ordinance); and

(2) Suitable notices shall be posted in the workplace; and

(3) Evidence of compliance including payroll records shall be provided to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.

B. In the event of violation of the provisions of The Ordinance or this Agreement this Agreement may be modified or terminated to comply with the provisions of The Ordinance, including withholding of moneys in amount equal to Living Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the contract provided to any person found to have violated The Ordinance.

C. Any employee shall have a separate cause of action to enforce the provisions of this Agreement and The Ordinance and any rights conferred under The Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.

D. The City shall have the right to enforce this Agreement and The Ordinance in law or equity by court process including specific performance.

24. Compliance with Iran Economic Sanctions Act, Act 517 of 2013.

Pursuant to the Iran Economic Sanctions act, MCL 129.211, before accepting any bid or proposal, or entering into any contract for goods or services with any

prospective Provider, the Provider must first certify that it is not an “Iran Linked Business” as defined by that law.

25. This Agreement constitutes the entire agreement between the CITY and the CENTER with respect to the FACILITY, and no change will be valid unless made by supplemental written agreement executed and approved by both of the parties and approved by the Ypsilanti City Attorney.

In the presence of:

CITY OF YPSILANTI, a Michigan
Municipal Home-rule City

BY: _____
Nicole Brown, Mayor

BY: _____
Tracey Boudreau, City Clerk

YPSILANTI SENIOR CENTER

BY: _____
President

BY: _____
Treasurer

BY: _____
Monica Prince, Director, *Ex Officio*

APPROVED AS TO FORM:

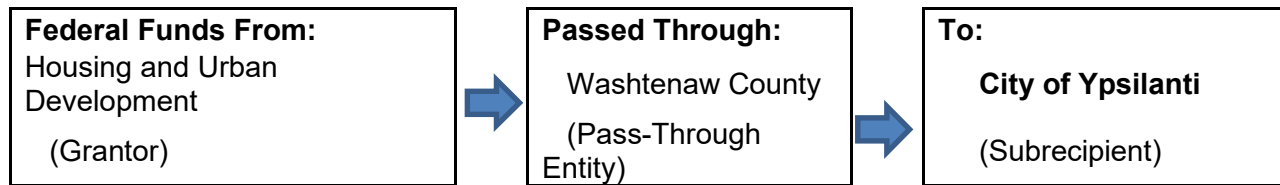
JOHN M. BARR (P-10475)
Ypsilanti City Attorney

COUNTY OF WASHTENAW, MICHIGAN**Agreement for Subaward of Federal Financial Assistance**

The COUNTY OF WASHTENAW is a recipient of federal financial assistance grant dollars. These funds are received directly from the federal government and indirectly from the State of Michigan and several local entities. The County sometimes passes through a portion of this federal financial assistance to other organizations located within (or in the vicinity of) the geographical boundaries of the County to assist them in carrying out the objectives of the applicable federal grant or program.

AGREEMENT is made this 2nd day of July, 2024, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, as the pass-through entity (hereinafter referred to as the County) and, the **City of Ypsilanti** located at **One South Huron Street, Ypsilanti, MI 48197** (hereinafter often referred to as the Subrecipient).

This agreement is a subaward of federal financial assistance by the County to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable activities under the **United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Entitlement Grant** as requested by the Subrecipient in its application to the County for federal financial assistance.

Flow of Federal Financial Assistance in this Subaward AgreementARTICLE I – REQUIRED DATA ELEMENTS

(As detailed in Section 200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, hereinafter referred to as the Uniform Guidance.)

Subrecipient Name (must match registered name in DUNS)	City of Ypsilanti
Subrecipient DUNS Number/UEI	131336260/J56KWH7NJ4B4
Federal Award Identification Number (FAIN)	B-23-UC-26-0006 - \$7,600.00
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	B-23-UC-26-0006 – 06/29/2023
Subaward Period of Performance (start and end date)	03/01/2024 – 02/28/2025
Amount of Federal Funds Obligated by this Agreement	\$7,600.00

Total Amount of Federal Funds Obligated to the Subrecipient	\$7,600.00
Total Amount of the Federal Award	B-23-UC-26-0006 - \$2,186,185.00
Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170)	This contract includes support of eligible planning/design/engineering for the Recreation Park Accessibility Pathway Phase 1 Improvements in the City of Ypsilanti.
Name of Federal Awarding Agency	Department of Housing and Urban Development (HUD)
Name of County (Pass-Through Entity)	Washtenaw County
Name and Contact Information for Awarding Official	Gregory Dill 220 N. Main PO Box 8645 Ann Arbor, MI 48107 Phone: 734-222-6850
CFDA Number and Name	14.218 – Community Development Block Grant
Is this Subaward for Research and Development? (answer Yes or No)	No
Indirect Cost Rate for the Federal Award (either an approved federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the County and Subrecipient or a de minimus indirect cost rate of 10% of modified total direct costs may be used). Subrecipient may choose to charge only direct costs to this agreement.	No indirect costs billed for this work.

WHEREAS, the Grantee receives funds from the United States Department of Housing and Urban Development (HUD) pursuant to HUD's Community Development Block Grant Entitlement Communities Grants ("CDBG") and the Grantee is authorized to award CDBG funds pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301, et. seq.; and

WHEREAS, the Grantee has been designated as an entitlement county for the CDBG Program and acts as the lead entity for the Washtenaw Urban County, which consists of Washtenaw County, City of Ann Arbor, City of Chelsea, City of Dexter, City of Saline, City of Ypsilanti, Ann Arbor Township, Augusta Township, Bridgewater Township, Dexter Township, Lima Township, Manchester Township, Northfield Township, Pittsfield Township, Salem Township, Saline

Township, Scio Township, Superior Township, Sylvan Township, Webster Township, York Township, and Ypsilanti Township; and

WHEREAS, the Subrecipient has agreed to collaborate with the Office of Community and Economic Development (OCED) to manage this public improvement project; and

WHEREAS, on May 3, 2023, the Urban County Executive Committee approved ***Eighty-six thousand ninety-two dollars and zero cents (86,092.00) in 2023 Urban County CDBG Funding*** as a grant to the Subrecipient to support the Recreation Park Accessibility Pathway Phase 1 Improvements project within the Urban County boundaries, of which Seventy-Six hundred dollars (\$7,600.00) is being utilized for eligible design and engineering costs, as specified in this Agreement; and

In consideration of the mutual covenants and obligations contained in this Agreement, including the Attachments, and subject to the terms and conditions stated, **THE PARTIES AGREE AS FOLLOWS:**

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE II - SCOPE OF SERVICES

The Subrecipient will agree to use Community Development Block Grant (CDBG) entitlement funds for the eligible costs of planning/design/engineering for the Recreation Park Accessibility Pathway Phase 1 Improvements in the City of Ypsilanti as described in Attachment A. The contract will be paid with 2023 Urban County CDBG funding in accordance with budget in Attachment B, not to exceed ***Seven Thousand Six Hundred dollars (\$7,600)***. These funds will be used to develop and establish a plan for the first phase of this project which will include, but is not limited to, connecting the current cinder path to the neighboring Senior Center and improve pedestrian accessibility to the parking lot.

ARTICLE III - PAYMENT AND CASH MANAGEMENT

If the County is paid in advance by the federal awarding agency under the above named federal assistance award, the Subrecipient may also be paid in advance if it meets the requirements in Section 1 below.

Section 1 - Cash Advances. The Subrecipient may request an advance of funds under this agreement if it maintains or demonstrates the willingness to maintain both:

1. written procedures that minimize the time elapsing between the transfer of funds from the County and the subsequent disbursement of the funds by the Subrecipient,
2. financial management systems that meet the standards for fund control and accountability as defined in Section 200.305 of the Uniform Guidance.

Requests for advance of funds must be limited to the minimum amount needed and must be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the terms of this agreement. The timing and amount of the advance must be as close as is "administratively feasible" to the actual disbursement to be made by the Subrecipient.

Section 2 - Reimbursement. If the Subrecipient does not meet the requirements in Section 1 above, it shall submit periodic reimbursement requests to the County. This may be done on a monthly or quarterly basis. The reimbursement request shall be accompanied by the agreed upon financial and programmatic reports. The County shall pay the Subrecipient within 30 calendar days after the receipt of the reimbursement request and the agreed upon financial/programmatic reports, unless the County reasonably believes the reimbursement request to be improper.

Section 3 – Program Income. The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract, if program income is generated. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

Section 4 – Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].
4. Pursuant to 24 CFR 85.32 (d) (3) and 24 CFR 84.345 (f) (4) The Subrecipient shall ensure that all property and equipment that was acquired or improved, in whole or in part, with funds under this agreement is properly locked and secured when not in use for its intended purpose.

ARTICLE IV - REPORTING OF SUBRECIPIENT

Section 1 - The Subrecipient is to report to the Housing and Infrastructure Policy Specialist and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - The Subrecipient shall submit financial reports as requested to OCED finance staff. The Subrecipient shall submit programmatic reports as requested to the Housing and Infrastructure Policy Specialist.

Section 3 - All reports, estimates, memoranda and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name. Financial reports shall be submitted in a timely manner to the County and shall be in agreement with the amounts shown in the Subrecipient's financial system and shall be supported by appropriate documentation (payroll records, invoices, etc.). Final financial and programmatic reports shall be submitted by the Subrecipient within 30 days of the end of this agreement unless an extension of time is granted in writing by the County.

Section 4 - The Subrecipient agrees to only incur costs under this agreement which are eligible under the Cost Principles detailed in Section 200.400-475 of the Uniform Guidance.

Section 5 - The Subrecipient shall retain all reports, records and supporting documentation pertaining to this agreement for a period of five (5) years from the date of submission of the final expenditure report and shall make them available to the County and the federal awarding agency upon request. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

Section 6 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 7 - The County may review and inspect the Subrecipient's activities during the term of this agreement.

Section 8 - When applicable, the Subrecipient will submit a final, written report to the County Administrator.

Section 9 - After reasonable notice to the Subrecipient, the County may review any of the Subrecipient's internal records, reports, or insurance policies.

Section 10 - The Subrecipient and/or subcontractors shall disclose in writing to the County any potential conflict of interest it has related to the County or this agreement subject to the provisions 2 CFR 200.318.

Section 11 - The Subrecipient shall disclose in writing to the County in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.

Section 12 - The Subrecipient shall report to the County in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

ARTICLE V - TERM

This contract begins on the date of this agreement and ends on April 11, 2025, *with an option to extend additional one (1) year periods*. No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County.

ARTICLE VI- RESPONSIBILITIES OF THE SUBRECIPIENT

Section 1 - The Subrecipient agrees to comply with all applicable federal, State, and local regulations including the Uniform Guidance. The Subrecipient agrees to comply with the management systems standards (financial management (Sections 200.302-304), procurement (Sections 200.317-326), and property management (Sections 200.310-316)) of the Uniform Guidance.

Section 2 - The Subrecipient agrees to have performed a Single Audit of its federal expenditures if it reaches the Single Audit dollar threshold in federal expenditures during its fiscal year as detailed in Section 200.501 of the Uniform Guidance. The County reserves the right to perform or cause to be performed additional audits if it deems such to be necessary to insure compliance with the terms of this agreement or to determine the eligibility of the reported expenditures for reimbursement.

Section 3 - The Subrecipient agrees to comply with the provisions of the Byrd Amendment (Public Law 101-121, Section 319 - 31 U.S. Code Section 1352) which prohibits the use of federal funds by the recipient or subrecipient of a Federal contract, grant, loan, or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal funds awarded under this agreement.

Section 4 – The Subrecipient agrees to comply with the provisions of the Stevens Amendment (Section 8136 of the Department of Defense Appropriations Act – Public Law 100-463) which stipulates that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Section 5 - In addition to this agreement, the Subrecipient shall complete, sign, and submit to the County the following documents which are attached as part of this agreement:

1. Standard Assurances
2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
3. Audit Certification

ARTICLE VII – SUSPENSION OF FUNDING

The County may suspend funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

1. Failure to expend funds in a timely manner consistent with the agreement milestones, guidance, and assurances.

2. Failure to comply with the requirements or statutory objectives of federal or state law.
3. Failure to follow agreement requirements or special conditions.
4. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the application would not have been approved for funding.
5. Failure to submit required reports.
6. Filing of a false certification on the application or other report or document.
7. Failure to adequately manage, monitor or direct the activities of its subrecipients that are funded under this agreement.

Before taking action, the County will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

The County reserves the right to recommend to the federal government that the Subrecipient be suspended or debarred in the case of sustained significant noncompliance by the Subrecipient with the award provisions.

ARTICLE VIII- PERSONNEL

Section 1 - The Subrecipient will provide the required services and will not subaward or assign the services without the County's written approval.

Section 2 - The Subrecipient will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this agreement shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore entity or offshore business interest either owned or affiliated with the Subrecipient. For purposes of this agreement, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE IX-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE X - INDEMNIFICATION AGREEMENT

The Subrecipient will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Subrecipient's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this agreement resulting in whole or in part from negligent acts or omissions of Subrecipient, any subcontractor of the Subrecipient, or any employee, agent or representative of the Subrecipient or any subcontractor of the Subrecipient.

ARTICLE XI- INSURANCE REQUIREMENTS

The Subrecipient will maintain at its own expense during the term of this Agreement, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this agreement.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms may be subject to the approval of the County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to The County. Subrecipient shall be responsible to the County or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Subrecipient and their inadequate insurance coverage. Subrecipient shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Subrecipient until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Subrecipient expires or is canceled during the term of the agreement, services and related payments will be suspended. Subrecipient shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this agreement. Certificates shall be addressed to the County c/o: **Office of Community and Economic Development, 415 West Michigan Ave, Suite 2200, Ypsilanti, MI 48197, AND Contract # _____**, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE XII - COMPLIANCE WITH LAWS AND REGULATIONS

The Subrecipient will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

The Subrecipient agrees to maintain the proper organizational status (such as 501 (c)(3) if needed) to be eligible to receive federal financial assistance under this grant, including proper licensure, registration, etc. Subrecipient agrees to keep itself in the same legal position/mode of organization as when it entered into this agreement.

ARTICLE XIII - INTEREST OF SUBRECIPIENT AND COUNTY

The Subrecipient promises that it has no interest which would conflict with the performance of services required by this agreement. The Subrecipient also promises that, in the performance of this agreement, no officer, agent, employee of the County, or member of its governing bodies, may participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XIV - CONTINGENT FEES

The Subrecipient promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Subrecipient, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this agreement. For breach of this promise, the County may cancel this agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Subrecipient.

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Subrecipient will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Subrecipient agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or

advertisements for employees, placed by or on the behalf of the Subrecipient, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service agreement with the County to pay their employees under that agreement, a minimum of either \$16.43 per hour with benefits or \$18.32 per hour without benefits. Subrecipient agrees to comply with this Ordinance in paying its employees. The Subrecipient understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 29, 2025 and annually thereafter which amount shall be automatically incorporated into this agreement. County agrees to give the Subrecipient thirty (30) days written notice of such change. The Subrecipient agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVII - ASSIGNS AND SUCCESSORS

This agreement is binding on the County and the Subrecipient, their successors and assigns. Neither the County nor the Subrecipient will assign or transfer its interest in this agreement without the written consent of the other.

ARTICLE XVIII - TERMINATION OF AGREEMENT

Termination without cause. Either party may terminate the agreement by giving thirty (30) days written notice to the other party. Upon any such termination, the Subrecipient agrees to return to the County any funds not authorized for use, and the County shall have no further obligation to reimburse the Subrecipient. Upon termination of the agreement, the Subrecipient shall submit documentation, in a format specified by the County, to formally end its participation in the agreement.

ARTICLE XIX - EQUAL ACCESS

The Subrecipient shall provide the services set forth in the Scope of Service section of this agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this agreement will be freely available to the public. None may be copyrighted by the Subrecipient. During the performance of the services, the Subrecipient will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this agreement by the Subrecipient must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XXI - PAYROLL TAXES

The Subrecipient is responsible for all applicable state and federal social security benefits and unemployment taxes for its employees and agrees to indemnify and protect the County against such liability.

ARTICLE XXII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XXIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Subrecipient, will be incorporated into this agreement by written amendments signed by both parties.

Unilateral modification of the agreement may take place by the County if the underlying programmatic legislation or regulations are changed by the federal government. If this unilateral modification is objectionable to the Subrecipient, it may withdraw from receiving further federal financial assistance under this agreement by giving (thirty) 30 days written notice to the County.

The Subrecipient agrees to inform the County in writing concerning any proposed changes of dates, budget, or services indicated in this agreement, as well as changes of address or personnel affecting this agreement. Changes in dates, budget, or services are subject to prior written approval of the County.

ARTICLE XXIV – FEDERAL FUNDING REQUIREMENTS

1. The terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds or other assets, including **program income**.
2. National Objectives: All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in [24 CFR 570.208](#).
3. The Subrecipient is prohibited from using CDBG funds for inherently religious activities (24 CFR 570.200(j)).
4. Documentation and Record Keeping
 - a. Records to be Maintained
 The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - i. Records providing a full description of each activity undertaken;
 - ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - iii. Records required to determine the eligibility of activities;
 - iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

- vi. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

5. Employment Restrictions

a. Labor Standards

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

b. “Section 3” Requirements

“Section 3” Requirements: The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- i. **Certification of Compliance:** The parties to this contract agree to comply with HUD’s regulations in 24 CFR 75, which implement Section 3. By executing this contract, the parties certify that they are under no contractual obligations or other impediments that would prevent them from complying with the 24 CFR 74 regulations.
- ii. **Contract Language Requirements:** The subrecipient agrees to include this Section 3 Requirements clause in every subcontract subject to compliance with regulations in 24 CFR 75, and agrees to take appropriate action as outlined in the contract upon a finding that a subcontractor is in violation of regulations in 24 CFR 75. The subrecipient will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 75. On a periodic basis the Washtenaw County OCED may audit the subrecipient’s subcontractors for compliance with the minimum Section 3 requirements.
- iii. **Contracting Requirements:** To the greatest extent feasible, and consistent with Federal, state, and local laws and regulations, the subrecipient and subcontractors for the project shall ensure subcontracts for work awarded in connection with the project are awarded in a manner that provides economic opportunities to Section 3 Workers.
- iv. The subrecipient agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the subrecipient’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applications for training and employment positions can see the notice. The notice shall describe the Section 3

preference, shall set forth minimum numbers and job titles subject to hire; availability of apprenticeship and training positions and the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- v. Noncompliance with HUD's regulations in 24 CFR 75 may result in sanctions, termination of this contract, and/or debarment or suspension from future HUD assisted contracts.
- vi. All subcontractors submitting bids or proposals to the subrecipient for work related to this contract shall be required to certify that they are Section 3 compliant. Such certification shall be adequately supported with appropriate documentation.

ARTICLE XXV - CHOICE OF LAW AND FORUM

This agreement is to be interpreted by the laws of the State of Michigan. The parties agree that the proper forum for any disputes or litigation arising out of this agreement is in Washtenaw County, Michigan.

ARTICLE XXVI - EXTENT OF AGREEMENT

This written agreement, including any attachments thereto, represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXVII – PRIVACY / THIRD PARTIES

This agreement is solely between the County and Subrecipient. No other parties are part of this agreement. This agreement is not intended to make any person or entity, not a party to this agreement, a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

ARTICLE XXVIII - SEVERABILITY

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

ARTICLE XXIX - NOTICES

Communication notices for this agreement may be delivered via electronic mail, U.S. mail, hand delivery, or fax.

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the organization he or she represents. By signing this agreement, the County and the Subrecipient agree to comply with all of the requirements specified in this agreement.

ATTESTED TO:

WASHTENAW COUNTY (Pass-Through Entity)

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

CITY OF YPSILANTI (Subrecipient)

By: _____
Toni Kayumi (DATE)
Director, Office of Community &
Economic Development

BY: _____
Nicole Brown (DATE)
Mayor

APPROVED AS TO FORM:

By: _____
Michelle K. Billard (DATE)
Office of Corporation Counsel

By: _____
Lori Thomas (DATE)
Deputy City Clerk

OMB Approval No. 0348-0040

STANDARD ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C.

§874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16

U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.
18. Will comply with all applicable requirements of all other Federal laws, executive orders regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Signature of Subrecipient's Authorized Representative

Name of Subrecipient Organization

Title of Subrecipient's Authorized Representative

Date Submitted

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when Washtenaw County determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 –

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction; (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Subrecipient Organization

Printed Name and Title of Subrecipient's Authorized Representative

Signature of Subrecipient's Authorized Representative

Date

Federal Audit Requirements - Fiscal Years Beginning After December 26, 2014

Non-federal organizations which expend \$750,000 or more in federal funds during their fiscal year are required to have a Single Audit performed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget. Subrecipients must submit their audit report to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report, or within 9 months after the end of the audit period for each year the Subrecipient meets the \$750,000 federal expenditure threshold.

Program: _____ CFDA Number: _____

Subrecipient Information:

Organization Name: _____

Street Address: _____

City, State, Zip Code: _____

Independent Audit Firm: _____

Certification for Fiscal Year Ending (mm/dd/yyyy): _____

(Check appropriate box):

- ☐ I certify that the Subrecipient shown above **does not expect** to expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will not be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, for the above listed program.
- ☐ I certify that the Subrecipient shown above **expects it will** expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.

Signature of Subrecipient's Authorized Representative

Date

For Washtenaw County Use Only

Reviewed By: _____

Date: _____

ATTACHMENT A – SCOPE OF SERVICES & TIMELINE

NARRATIVE DESCRIPTION OF SCOPE OF WORK:

WASHTENAW COUNTY will contract with the **City of Ypsilanti** for the eligible costs of planning/design/engineering for the Recreation Park Accessibility Pathway Phase I improvements. These funds will be used to develop and establish a plan for the first phase of this project which will include, but is not limited to, connecting the current cinder path to the neighboring Senior Center and improve pedestrian accessibility to the parking lot. The contract will be paid for with 2023 Urban County CDBG funding in accordance with the budget in Attachment B.

See Attachment C for the concept map showing the site where the pedestrian pathway will be located.

PROJECT TIMELINE:

Activity	Deadline
Planning/Design/Engineering for Phase 1 (OHM)	March – July 2024
Environmental clearance process for Phase 1 Construction (Washtenaw County OCED)	July – September 2024
Request for Proposals issued for Phase 1 Construction (following environmental clearance)	September 2024
Phase 1 Construction to begin (under separate agreement)	October 2024
Project Completion Date:	November 30,2024

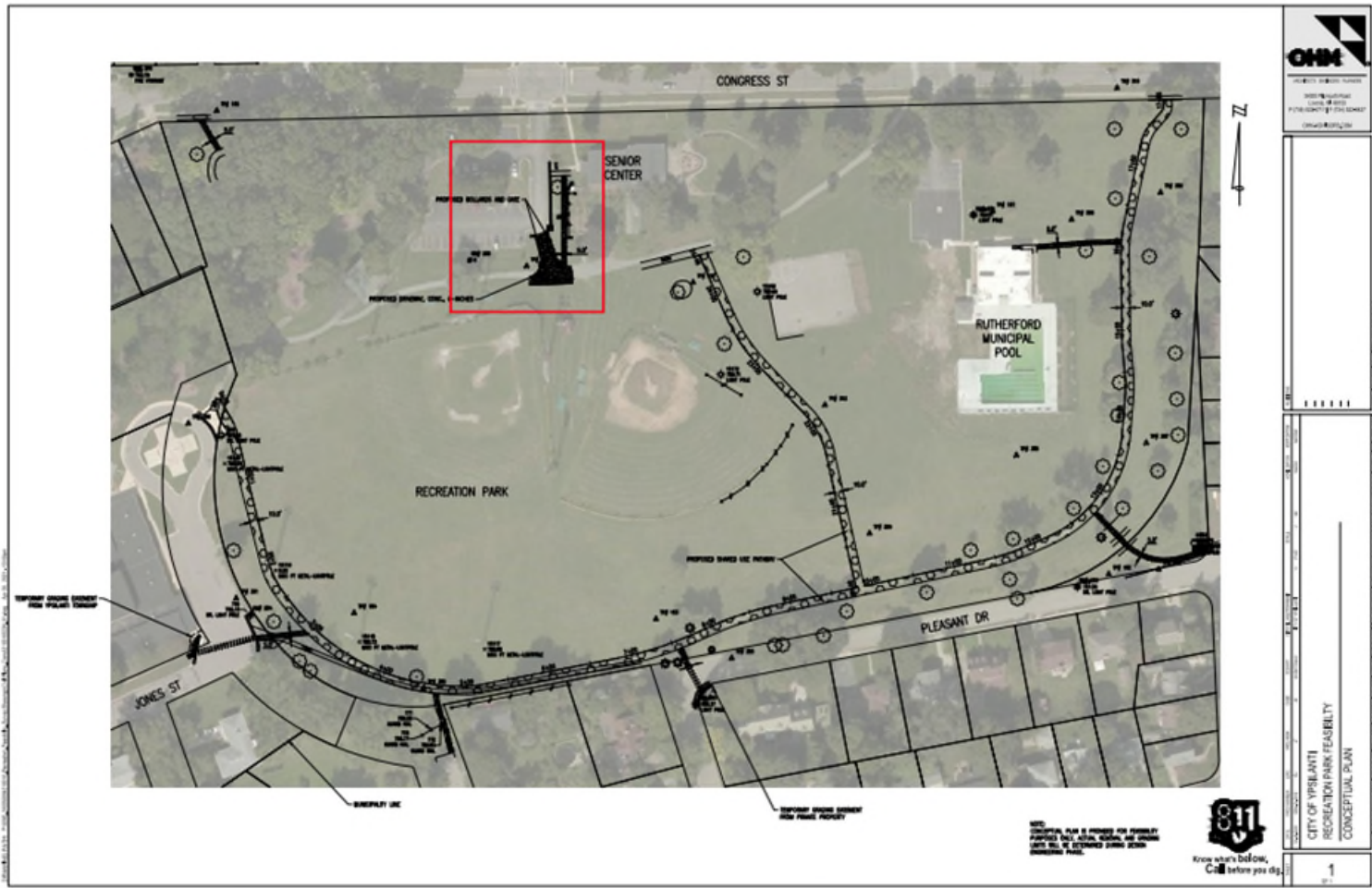
ATTACHMENT B – PROJECT BUDGET**SUMMARY OF TERMS:**

The COUNTY agrees to pay to or on behalf of the **CITY OF YPSILANTI** an amount not to exceed ***Seven Thousand Six Hundred (\$7,600)*** in **2023 CDBG Funds** according to the budget below:

PROJECT BUDGET:

2023 Recreation Park Accessibility Pathway Phase I Planning/Design/Engineering Budget	
REVENUE SOURCE(S):	TOTAL
CDBG (2023) – Allocation	\$7,600.00
Total Revenues	\$7,600.00
PROGRAM EXPENSES	TOTAL
Personnel, Taxes, & Fringe Benefits	
Consultant & Contractual Fees	\$7,600.00
Total Expenditures	\$7,600.00

ATTACHMENT C – Concept Map





March 4, 2024

Bonnie Wessler, AICP
Director of Public Services
City of Ypsilanti
14 W. Forest Ave.
Ypsilanti, MI 48197

RE: Proposal for Professional Engineering Services
Recreation Park Accessibility Improvements

Dear Ms. Wessler:

OHM Advisors is pleased to submit a proposal for design engineering services for improving accessibility at Recreation Park. The current access from the parking lot to the park is provided by a gravel driveway, and there's no sidewalk from the Ypsilanti Senior Citizen Center entrance to the park. The proposed access must meet ADA guidelines as part of this project.

PROJECT UNDERSTANDING:

OHM Advisors previously performed a feasibility study for accessibility and a pathway in Recreation Park that included a mix of drone survey and ground survey. A portion of the study included accessibility from the parking lot to Recreation Park, as well as sidewalk connection from the Ypsilanti Senior Citizen Center entrance to the park. This area utilized ground survey during the feasibility and thus can be utilized for the design of these elements. We have attached the conceptual plan showing limits of the work. It is our understanding the City will use Community Block Development Funds (CDBG) funds for the project.

SCOPE:

OHM will use the topographic survey gathered under the feasibility study phase to design the sidewalk and concrete driveway access. OHM will provide bidding assistance during the bid advertisement period as well. As part of this phase, OHM will:

- ▶ Prepare a concrete driveway and sidewalk design plan that will include proposed improvements, proposed grades, pay items, and quantities. The access will be designed to meet ADA requirements.
- ▶ Prepare technical specifications and method of payment detailing materials, equipment, and labor necessary to perform the work.
- ▶ Prepare a bid book to include contract documents and technical specifications for soliciting bids.
- ▶ Prepare an engineer's opinion of probable construction costs.
- ▶ Attend one (1) meeting with the City to go over ramp and sidewalk design and bid book.
- ▶ Attend one (1) public meeting.
- ▶ Assist the Owner in the construction bidding/contracting process including distributing bidding documents on BidNet Direct (formerly MITN) and issuing pre-construction addenda.
- ▶ Attend bid opening and review all received bid packages for completeness and provide bid results letter.



ASSUMPTIONS/CLARIFICATIONS:

- ▶ Design for improvements to parking area are not included.
- ▶ Construction phase services are not provided and will be included under a separate proposal.
- ▶ No permits are anticipated to be required. Permit preparation and fees are not included as part of this design.
- ▶ Additional meetings or field visits not listed under the scope of services.

FEE:

OHM Advisors will invoice the City of Ypsilanti for the above stated services on an hourly not-to-exceed basis in accordance with the continuing services agreement between OHM and the City. Invoices will be sent monthly as work is performed.

Design Engineering and Bidding Assistance

\$7,600.00

Additional services can be provided on a time and material basis, as requested.

SCHEDULE:

We will begin work outlined in this proposal within two (2) weeks of authorization and propose to have the project ready for bidding within four (4) weeks of authorization.

If you find this proposal acceptable, please provide us authorization to proceed by signing the proposal below and returning it to us. We appreciate the opportunity to provide you with this proposal. Please feel free to contact us if you have any questions or need any additional information at (734) 522-6711.

Sincerely,

OHM Advisors

Rachel Jackson, P.E.

Accepted for City of Ypsilanti

(Signature)

(Printed Name)

(Title)

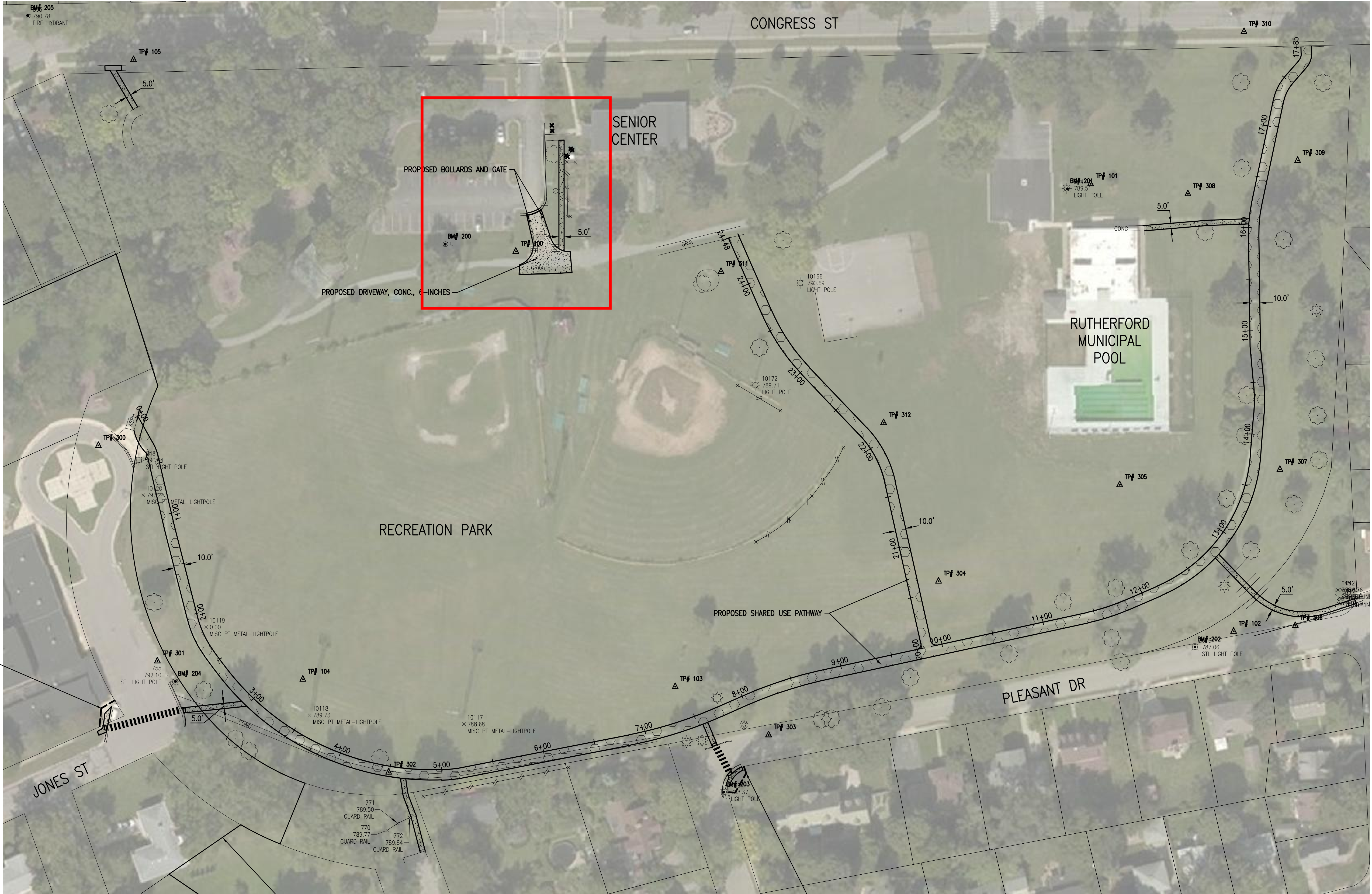
(Date)

cc: Andrew Hellenga, City Manager
Kent Early, P.E., OHM Advisors

Encl.: Recreation Park Concept Plan

DRAWING PATH: P:\0000_010000\094210010 Recreation_Feasibility_Survey\Drawings\Civil\Plans_Const\210010CON_01.dwg Apr 30, 2021, 10:50am

TEMPORARY GRADING EASEMENT FROM YPSILANTI TOWNSHIP



NOTE:
CONCEPTUAL PLAN IS PROVIDED FOR FEASIBILITY
PURPOSES ONLY. ACTUAL REMOVAL AND GRADING
LIMITS WILL BE DETERMINED DURING DESIGN
ENGINEERING PHASE.





ARCHITECTS ENGINEERS PLANNERS

34000 Plymouth Road
Livonia, MI 48150
P (734) 522-6711 | F (734) 522-6427

OHM-ADVISORS.COM

REVISIONS:	

DATE	PROJ NUMBER	ENG	PROJ MGR	CADD	COUNTY	CITY/TOWNSHIP	SCALE	HORIZ DATUM	VERT DATUM
04-16-2021	0904210010	RJ	JT	JK	WASHTENAW	CITY OF YPSILANTI	1"=50'	NAD83	NAVD83
CITY OF YPSILANTI RECREATION PARK FEASIBILITY CONCEPTUAL PLAN									



From: Bonnie Wessler, Director of Public Works

Subject: Agreement between Washtenaw County and the City of Ypsilanti for Subaward of Federal Financial Assistance (Recreation Park Pathway).

SUMMARY & BACKGROUND:

Washtenaw County participates in HUD’s Urban County program in which it receives CDBG funds each year. Washtenaw County allocates some of those funds to the City of Ypsilanti for various projects each year. The City has identified accessibility projects, particularly those in parks, as priorities; this funding is well-suited to address accessibility in Recreation Park and to further the goal of completing a paved accessible multiuse pathway around the park, following the existing “goat path.” A feasibility study for this path was completed in 2021, and it can be completed in several phases. One of the first phases is to connect the Senior Center to the existing gravel pathway to the south.

To move forward with this project, the City will need to approve the attached subrecipient agreement with Washtenaw County. The contract formalizes the responsibilities of the City and the County regarding reporting and following the rules and guidelines set forth by HUD.

RECOMMENDED ACTION:

Staff recommends City Council approve the agreement between Washtenaw County and the City of Ypsilanti for Subaward of Federal Financial Assistance and authorizes the City Manager to sign the agreement on the City’s behalf. The agreement shall be subject to review by the City Attorney.

ATTACHMENTS: Subrecipient agreement (2024-2025)

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti has been awarded Community Development Block Grant funding by Washtenaw County to improve the accessibility of Recreation Park; and,

WHEREAS, in order to move forward with the project the City of Ypsilanti must enter into an agreement with Washtenaw County for the subaward of Community Development Block Grant Funds (CDBG); and,

WHEREAS, the City of Ypsilanti intends to complete the design phase of the initial improvements to Recreation Park prior to the end of the fiscal year;

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti City Council approves the agreement between Washtenaw County and the City of Ypsilanti for Subaward of Federal Financial Assistance and authorizes the Mayor and Clerk to sign the agreement on the City's behalf. The agreement shall be subject to review by the City Attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
August 19, 2024

FROM: Wendy Estey, Special Events Coordinator

SUBJECT: Application for Fee Waiver for the 8/24/2024
Parkridge Summer Festival and Joe Dulin Community Day

SUMMARY & BACKGROUND:

The Parkridge Summer Festival and Joe Dulin Community Day event organizer has requested that the city waive park rental fees for this year's event. According to the City's Special Events Policy, "the City may jointly sponsor certain events with other organizations or waive any permit fees when City Council determines that the event is of general interest to the public and advances the City's public image. The City will provide financial support to these events as determined in the annual budget appropriation. These events must meet the other requirements of the Special Events Policy and must reimburse the City for any costs in excess of the support level authorized by the budget appropriation."

For fourteen years this committee has hosted this resource and entertainment festival in partnership with Washtenaw County Office of Community and Economic Development. The festival promotes local resources, academic programming and community advocacy. The festival benefits residents by demonstrating the City of Ypsilanti's commitment to supporting the physical environment (parks), historical significance of the southside, and renewed ability to provide financial resources to serve the citizenry. This grassroots event began in 2011 as an effort to bring unity to the community.

This resolution allows the City of Ypsilanti to lend support to the organizers of this year's Parkridge Summer Festival and Joe Dulin Community Day in their endeavors to promote the City of Ypsilanti as a friendly, safe and hospitable city with a long and notable historical heritage.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Proposed Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS:

FINANCE DIRECTOR APPROVAL: _____



Resolution No. 2024-183
August 27, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti adopted a Special Events Policy, and pursuant to the policy, the City may co-sponsor an event or waive event fees if it is of general interest to the public and advances the City's public image; and

WHEREAS, this year the Parkridge Summer Festival and Joe Dulin Community Day will take place Saturday, August 24th in Parkridge Park; and

WHEREAS, the Parkridge Summer Festival and Joe Dulin Community Day event organizer is requesting that the City waive the permit fees for the 2024 event; and

WHEREAS, City Council agrees that waiving permit fees of the 2024 Parkridge Summer Festival and Joe Dulin Community Day would be in the general interest of the public and advance the City's public image;

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the request to waive permit fees of the 2024 Parkridge Summer Festival and Joe Dulin Community Day in the amount of \$1535 and police services fees in the amount of \$908.60.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Estey, Wendy

From: noreply@civicplus.com
Sent: Wednesday, May 29, 2024 4:53 PM
To: Estey, Wendy
Subject: Online Form Submittal: Special Event Application

Attention: This email was sent to the City of Ypsilanti from an external source. Please be extra vigilant when opening attachments or clicking links.

Special Event Application

Step 1

Contact Information

Applicant/ Organization's Name	Anthony Williamson
Street Address	8157 STARLING CT
City	YPSILANTI
State	MI
Zip Code	48197
Phone	7346355246
Fax	<i>Field not completed.</i>
Organization Website	<i>Field not completed.</i>
Form of Ownership	<i>Field not completed.</i>
Applicant Organization is	Located or resident of the City
Brief Description of Organization or Applicant (350 characters or less)	This yearly event is a partnership with the Washtenaw County Community Action Board and Office of Community and Economic Development, The Parkridge Summer Festival and Joe Duin Community Day provides access to local non-profits, resources, food and entertainment to residents city wide
Person(s) Principally Responsible for Event	Anthony Williamson
Title	Summer Festival Chair

Contact Number	7346355246
Email	anthonywilliamson1962@gmail.com
Event Info	
Proposed date of event	8/24/2024
Will it be a recurring event weekly, biweekly, monthly, etc?	Yes
If recurring, how often?	<i>Field not completed.</i>
Proposed Location	Parkridge Park
Event set up time	7am
Event start time	11am
Additional days required for set up	1
Event end time	6pm
Event break down time	7pm
Additional days required for clean up	None
Has this event occurred in Ypsilanti before?	Yes
Is this an annual event expected to occur next year?	Yes
Proposed date for next year...	8/23/2025
Note <i>If an event will run recurrently, the City may issue one permit per month so long as the event will run for 30 days or longer (for weekly events), 60 days or longer (for biweekly events), or 90 days or longer (for monthly events).</i>	
Type of Event	Festival
Event Classification & Requirements	
Event Category	

(City of Ypsilanti Special Events Policy, Section 3)

Note

All events held in Riverside or Frog Island park are automatically categorized as Class 3 or Class 4

Event Class Category	Class 1 Event
----------------------	---------------

Total # of Participants Expected	1500
----------------------------------	------

Full Description & Purpose of Event (include all activities, attach additional documents if necessary)	The festival is held the 4th Saturday in August and brings together community residents, families, students and non-profit organizations to an array of resources and services. This one day event offers live entertainment, free hot dogs, chips, water, raffles, health and fitness demonstrations and much more to an average of 1500 city and county residents. The festival also promotes a renewed sense of pride about the community and its rich history. Additionally partnerships with local, state and institutes of higher education support this effort with by providing students and volunteers. Finally through a festival like atmosphere it provides a stage for local musicians to preform for the community they love
---	--

Security Deposit

(City of Ypsilanti Special Events Policy, Sections 2.5 and 3)

Select Event Class	Class 1 Event (\$500)
--------------------	-----------------------

Note

Permit and utility fees may also be required up front with the security deposit.

Food

(City of Ypsilanti Special Events Policy, Section 3.5)

Will any food be prepared, distributed, or sold at event?	Yes
---	-----

Note

If food will be prepared on site, distributed or sold each vendor must apply for and receive a permit from the Washtenaw County Environmental Health Department, 705 Zeeb Rd, PO Box 8645, Ann Arbor, or 734-222-3800.

Alcohol

(City of Ypsilanti Special Events Policy, Section 3.6)

Will alcohol be served? No

Alcohol Training

The City requires that all event staff handling alcohol receive appropriate training.

Parking

(City of Ypsilanti Special Events Policy, Section 4.1)

Attach a detailed
description of the
parking available

Field not completed.

Will your event use
public lots?

No

Note

The City does not permit paid parking in any public lots without a license

Will your event use
private lots?

No

Note

Written authorization from the property owner is required and must be attached if using school, church, or other private parking lots.

Are you requesting
unlimited parking or
capped meters?

No

Street Closure

Street Closure

(City of Ypsilanti Special Events Policy, Sections 3.7 and 4.1)

Does your event require
a street closure? No

Note

Major street closure permits are \$1,500/per street/per day.

Local street permits are \$500/street/day.

Note

Insurance will be required for all Street Closures in the amount of \$250,000 per occurrence, naming the City of Ypsilanti as an additional insured.

Event Map

(City of Ypsilanti Special Events Policy, Section 4.1)

Does your event require an Event Map? No

Upload your event map *Field not completed.*

Event Signs

(City of Ypsilanti Special Events Policy, Section 4.2)

Are event signs required? No

Security

(City of Ypsilanti Special Events Policy, Section 4.3)

Will your event have private security? No

Will your event have volunteer security/crowd control services? No

List the name and contact information for the private security company *Field not completed.*

Describe your plan for ejecting unruly/disorderly persons from the event *Field not completed.*

Note

The Police Department may require private bonded security for events. The City will assign police officers as necessary and charge the permit holder for these services.

The need for private security and/or police officers will be determined at or before the pre-event meeting. The numbers will be determined by the Police Department liaison.

Temporary Apparatus

(City of Ypsilanti Special Events Policy, Section 4.1)

Will your event include any of the following ?
(check all that apply)

Tents, Grills, Portable Stage(s), Portable Tables

Note

Please include placement of all apparatus listed above in your attached event site plan. Bleachers, benches, picnic tables, and charcoal grills are available for rental in City parks.

Noise

(City of Ypsilanti Special Events Policy, Section 3.8)

Will amplified sound be used at the event? Yes

List the days and times sound will be used Saturday August 24, 2024 11am-6pm

What type of sound will be at the event? (check all that apply) P.A. System, Live Band, Disc Jockey

Other *Field not completed.*

Note

Event coordinators are responsible for ensuring compliance with permissible noise levels. Please review the Special Events Policy to determine if a noise permit is required for your event.

Restrooms

(City of Ypsilanti Special Events Policy, Section 4.1)

Note

No city parks have restroom facilities; Riverside park is the only city park with water service available.

Does your event require restroom facilities? No

Trash

(City of Ypsilanti Special Events Policy, Section 4.1)

Do you intend to provide your own trash receptacles? Yes

If yes, how many trash receptacles do you intend to provide? 10 -15

Provide the trash disposal plan for your event We will use volunteers and committee members to collect and dispose of all trash

Note

Waste Management sells event trash boxes (55 gallons each, 1 box is equal to ¼ cubic yard). You can contact them at 1-800-796-9696.

Site Restoration

(City of Ypsilanti Special Events Policy, Section 4.4)

Note

Site restoration and equipment removal are required by 1 p.m. the day following your event.

Do you agree to restore the location(s) to the condition in which you found it? Yes

Insurance

(City of Ypsilanti Special Events Policy, Sections 1.4 and 3)

Have you reviewed the prerequisite insurance requirements for your event and agree to submit proof of liability and/or property damage insurance with your application? Yes

City Services & Equipment

Permits

Permits required for your event (check all that apply) Electricity, Food Permit, Noise Permit

Other *Field not completed.*

City Services Requested

(City of Ypsilanti Special Events Policy, Section 5.1)

Check all that apply None of these

City Equipment Requested

(City of Ypsilanti Special Events Policy, Section 5.3)

Check all that apply Electricity, Picnic Tables, Benches

Attestation

(City of Ypsilanti Special Events Policy, Attachment D)

As applicable to event, applicant understands and agrees to comply with City ordinances and rules governing events and agrees to make final payment within thirty (30) days after the scheduled event invoice is received for any additional services required. Failure to comply within thirty (30) days shall place the applicant in default status. Further, it is understood that in the event a permit holder is placed in default status, the permit holder will be denied any other event permit(s) for a period of at least eighteen (18) months from the date of final payment and/or default resolution. I hereby agree to comply with all Federal and State Statutes and with all City of Ypsilanti Ordinances, including the curfew and noise ordinances. I understand and agree that in the event any nuisance or disturbances are caused by the individuals attending the event, the use of the location may be terminated without prior notice by the Police Chief or the City Manager or their designee. I authorize the Fire Marshal to determine the maximum number of persons who may attend this event based on available space. Further, I understand and agree to abide by any additional City requirements that may be deemed necessary to safely operate the proposed event. By typing my name below, I attest that this application represents my intent for the proposed event to the best of my knowledge. I am authorized to submit this application on behalf of the organization:

Applicant Full Name Anthony T Williamson

Date 5/29/2024



Special Event Fee Waiver Request

Please complete the form below and submit to the Special Events Coordinator Wendy Estey at westey@cityofypsilanti.com for submission to and consideration by the City Manager.

The City may provide support to Special Events on the following basis:

1. The event is completely open and free to members of the public, with no entry fee charged.
2. If vendors can sell goods, the cost to participate may not be prohibitive. Priority must be given first to City of Ypsilanti residents and businesses. All opportunities to serve as a vendor must be advertised sufficiently in promotional materials and on the City website. The maximum rate at which vendors may be charged is \$10 per hour, and a financial report must be provided to the City proving what funds were raised and for what purpose specifically from vendor fees collected.
3. A public event shall not engage in hateful or derogatory speech including symbols of racism, homophobia, or violence. Weapons shall not be sold by vendors or any merchandise or goods which depicts these symbols of hate.
4. Religious services are not eligible community events under this policy.

Event Name: _____

Event Start Date: _____

Event Location: _____

Event Organizer: _____

Event Contact Person: _____

First Name: _____ Last Name: _____

Phone Number: _____ Email: _____

How is this event of general interest to the public?

List the benefits provided by the event to the City of Ypsilanti (e.g. advertisement materials, ticket sales, park improvements, etc.)

By typing my name below, I attest that this application represents my intent for the proposed event to the best of my knowledge. I am authorized to submit this application on behalf of the organization.

Applicant Full Name

Date



Parkridge Summer Festival and Joe Dulin Community Day

Saturday, August 24, 2024

PROPOSAL

ACCOUNT: Anthony Williamson

CONTACT: Anthony Williamson

EMAIL: anthonywilliamson1962@gmail.com

PHONE: (734) 635-5246

ADDRESS: 8157 Starling Court
Ypsilanti, MI 48197

SALES MANAGER: Wendy Estey

EMAIL: westey@cityofypsilanti.com

PHONE: (734) 482-9825

EVENT SUMMARY

Location	Date	Time	Areas	Event Type	Guests
City of Ypsilanti Parks Special Events	8/24/2024	7:00 am – 7:00 pm	Parkridge Park	Miscellaneous Rental	1500

ROOM RENTAL

Qty		Price	Total
1	Special Events Application Fee	\$35.00	\$35.00
1	Class 2 Event Fee	\$500.00	\$500.00
1	Class 2 Event Security Deposit (Refundable)	\$500.00	\$500.00
1	Noise Permit	\$500.00	\$500.00
7	Police Officer (11 a.m.-6 p.m.) per hour	\$59.00	\$413.00
7	Police Officer (11 a.m.-6 p.m.) per hour	\$59.00	\$413.00
1	Administrative Fee (10% for police services)	\$82.60	\$82.60

ESTIMATED BILLING

Tents, grills, portable stage(s), portable tables will be used. Tents must be inspected by the fire marshal Clifton Pope. Please contact him at cpope@cityofypsilanti.com to schedule an inspection

of tents and stages.

Amplified sound to be used from 11 a.m.-6 p.m. Event sponsors are responsible for obtaining any necessary music or other intellectual property licenses associated with their event.

Organizer will provide 10-15 trash receptacles. Please contact the Department of Public Services at (734) 483-1421 regarding best placement of any portable toilets.

Electricity is unavailable at the pavilion. You will need to provide your own generators if electricity is required.

Please contact Wendy Estey at westey@cityofypsilanti.com to advise on the exact number of picnic tables and benches that will be required. DPS charges will apply and will be invoiced upon completion of your event.

Liability insurance in the amount of \$250,000 per occurrence naming the City of Ypsilanti as additionally insured is required for this Class 2 Event.

Please submit site plan to Wendy Estey at westey@cityofypsilanti.com.

		Total
Room Rental		\$2,443.60
		\$2,443.60
Credit Card Fee	4.0%	\$97.74
Grand Total		\$2,541.34
Estimated Amount Due		\$2,541.34



REQUEST FOR LEGISLATION
August 19, 2024

FROM: Wendy Estey, Special Events Coordinator

SUBJECT: Application for Fee Waiver for the 8/25/2024
Ekklesia Fellowship Ministries Gathering

SUMMARY & BACKGROUND:

The Ekklesia Fellowship Ministries Gathering event organizer has requested that the city waive park rental fees for this year's event. According to the City's Special Events Policy, "the City may jointly sponsor certain events with other organizations or waive any permit fees when City Council determines that the event is of general interest to the public and advances the City's public image. The City will provide financial support to these events as determined in the annual budget appropriation. These events must meet the other requirements of the Special Events Policy and must reimburse the City for any costs in excess of the support level authorized by the budget appropriation."

The Family, Friends, and Community Day will be a community outreach day. It will include a backpack giveaway and other activities for youth, all in hopes of providing a positive and free social outlet for the Ypsilanti Community.

This resolution allows the City of Ypsilanti to lend support to the organizers of this year's Ekklesia Fellowship Ministries Gathering Family, Friends, and Community Day in their endeavors to promote the City of Ypsilanti as a friendly, safe and hospitable city with a long and notable historical heritage.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Proposed Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS:

FINANCE DIRECTOR APPROVAL: _____



Resolution No. 2024 -184
August 27, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti adopted a Special Events Policy, and pursuant to the policy, the City may co-sponsor an event or waive event fees if it is of general interest to the public and advances the City's public image; and

WHEREAS, the Ekklesia Fellowship Ministries Gathering took place Sunday, August 25th On Washtenaw Ave; and

WHEREAS, the Ekklesia Fellowship Ministries Gathering event organizer is requesting that the City waive the permit fees for the 2024 event; and

WHEREAS, City Council agrees that waiving permit fees of the 2024 Ekklesia Fellowship Ministries Gathering would be in the general interest of the public and advance the City's public image;

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the request to waive permit fees of the Ekklesia Fellowship Ministries Gathering in the amount of \$1,752.40.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



Ekklesia Fellowship Ministries Gathering

Sunday, August 25,
2024

PROPOSAL

ACCOUNT: DeVaughn Swanson

CONTACT: DeVaughn Swanson

EMAIL: swansondevaughn@gmail.com

PHONE: (734) 945-3132

ADDRESS: 123 N. Adams St.
Ypsilanti, MI 48197

SALES MANAGER: Wendy Estey

EMAIL: westey@cityofypsilanti.com

PHONE: (734) 482-9825

EVENT SUMMARY

Location	Date	Time	Areas	Event Type	Guests
City of Ypsilanti Parks Special Events	8/25/2024	9:00 am – 4:00 pm	Street Closures	Miscellaneous Rental	50

ROOM RENTAL

Qty		Price	Total
1	Special Events Application Fee	\$35.00	\$35.00
1	Major Street Closure Permit (per street/per day)	\$1,000.00	\$1,000.00
1	Class 1 Event/Street Closure Security Deposit (Refundable)	\$500.00	\$500.00
1	Noise Permit (1-4 p.m.)	\$150.00	\$150.00

ESTIMATED BILLING

Street closure on Washtenaw side of 123 N. Adams (Ekklesia Fellowship Ministries)

Liability insurance in the amount of \$250,000 per occurrence naming the City of Ypsilanti as additionally insured is required for this street closure.

Tents larger than 10x10 must be inspected by Fire Marshal Clifton Pope. He may be reached at cpope@cityofypsilanti.com to set up an inspection.

Noise permit hours: 1-4 p.m. Event sponsors are responsible for obtaining any necessary music or other intellectual property licenses associated with their event.

Trash plan: Event organizer advises that they will dispose of their trash with their trashcans and equipment and will sweep the small section of the street that will be used.

			Total
Room Rental			\$1,685.00
Subtotal			\$1,685.00
Credit Card Fee	4.0%		\$67.40
Grand Total			\$1,752.40
Estimated Amount Due			\$1,752.40



Special Event Fee Waiver Request

Please complete the form below and submit to the Special Events Coordinator Wendy Estey at westey@cityofypsilanti.com for submission to and consideration by the City Manager.

The City may provide support to Special Events on the following basis:

1. The event is completely open and free to members of the public, with no entry fee charged.
2. If vendors can sell goods, the cost to participate may not be prohibitive. Priority must be given first to City of Ypsilanti residents and businesses. All opportunities to serve as a vendor must be advertised sufficiently in promotional materials and on the City website. The maximum rate at which vendors may be charged is \$10 per hour, and a financial report must be provided to the City proving what funds were raised and for what purpose specifically from vendor fees collected.
3. A public event shall not engage in hateful or derogatory speech including symbols of racism, homophobia, or violence. Weapons shall not be sold by vendors or any merchandise or goods which depicts these symbols of hate.
4. Religious services are not eligible community events under this policy.

Event Name: Family, Friends and Community Day

Event Start Date: August 25, 2024

Event Location: 123 N. Adams St

Event Organizer: Pastor DeVaughn Swanson

Event Contact Person: Pastor DeVaughn Swanson

First Name: _____ Last Name: _____

Phone Number: 734-945-3132 Email: swansondevaughn@gmail.com

How is this event of general interest to the public?

The family, friends and community day will be a community outreach day. We will have a backpack giveaway and fun activities for youth (e.g. face-painting, balloon toss, etc.) all in hopes of providing a positive and free social outlet for the Ypsilanti community.

List the benefits provided by the event to the City of Ypsilanti (e.g. advertisement materials, ticket sales, park improvements, etc.)

School supplies for youth.

By typing my name below, I attest that this application represents my intent for the proposed event to the best of my knowledge. I am authorized to submit this application on behalf of the organization.

Pastor DeVaughn Swanson
Applicant Full Name

August 5, 2024
Date

Estey, Wendy

From: noreply@civicplus.com
Sent: Thursday, July 11, 2024 5:19 PM
To: Estey, Wendy
Subject: Online Form Submittal: Special Event Application

Attention: This email was sent to the City of Ypsilanti from an external source. Please be extra vigilant when opening attachments or clicking links.

Special Event Application

Step 1

Contact Information

Applicant/ Organization's Name	Ekklesia Fellowship Ministries
-----------------------------------	--------------------------------

Street Address	123 N Adams
----------------	-------------

City	Ypsilanti
------	-----------

State	Michigan
-------	----------

Zip Code	48197
----------	-------

Phone	7349453132
-------	------------

Fax	<i>Field not completed.</i>
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Organization Website	www.ekklesia-ypsi.org
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Form of Ownership	Ecclesiastical organization
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Applicant Organization is	Located or resident of the City
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Brief Description of Organization or Applicant (350 characters or less)	Church.
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Person(s) Principally Responsible for Event	DeVaughn Swanson
--	------------------

Title	Pastor
-------	--------

Contact Number	734-945-3132
Email	swansondevaughn@gmail.com
Event Info	
Proposed date of event	8/25/2024
Will it be a recurring event weekly, biweekly, monthly, etc?	No
Proposed Location	123 N Adams St. (Washtenaw side)
Event set up time	9:00am
Event start time	10:30am
Additional days required for set up	None
Event end time	4:00pm
Event break down time	4:00pm
Additional days required for clean up	None
Has this event occurred in Ypsilanti before?	Yes
Is this an annual event expected to occur next year?	Yes
Proposed date for next year...	<i>Field not completed.</i>
Note	<i>If an event will run recurrently, the City may issue one permit per month so long as the event will run for 30 days or longer (for weekly events), 60 days or longer (for biweekly events), or 90 days or longer (for monthly events).</i>
Type of Event	Non-Profit
Event Classification & Requirements	
Event Category	

(City of Ypsilanti Special Events Policy, Section 3)

Note

All events held in Riverside or Frog Island park are automatically categorized as Class 3 or Class 4

Event Class Category	Class 1 Event
----------------------	---------------

Total # of Participants Expected	50
----------------------------------	----

Full Description & Purpose of Event (include all activities, attach additional documents if necessary)	This event is a social gathering for members of our church. We will need to use the street for hosting.
---	---

Security Deposit

(City of Ypsilanti Special Events Policy, Sections 2.5 and 3)

Select Event Class	Class 1 Event (\$500)
--------------------	-----------------------

Note

Permit and utility fees may also be required up front with the security deposit.

Food

(City of Ypsilanti Special Events Policy, Section 3.5)

Will any food be prepared, distributed, or sold at event?	No
---	----

Note

If food will be prepared on site, distributed or sold each vendor must apply for and receive a permit from the Washtenaw County Environmental Health Department, 705 Zeeb Rd, PO Box 8645, Ann Arbor, or 734-222-3800.

Alcohol

(City of Ypsilanti Special Events Policy, Section 3.6)

Will alcohol be served?	No
-------------------------	----

Alcohol Training

The City requires that all event staff handling alcohol receive appropriate training.

Parking

(City of Ypsilanti Special Events Policy, Section 4.1)

Attach a detailed description of the parking available

Field not completed.

Will your event use public lots?

No

Note

The City does not permit paid parking in any public lots without a license

Will your event use private lots?

No

Note

Written authorization from the property owner is required and must be attached if using school, church, or other private parking lots.

Are you requesting unlimited parking or capped meters?

No

Street Closure**Street Closure**

(City of Ypsilanti Special Events Policy, Sections 3.7 and 4.1)

Does your event require a street closure?

Yes

Note

Major street closure permits are \$1,500/per street/per day.

Local street permits are \$500/street/day.

List the local street(s) you would like closed, including cross streets

Exactly similar to last year, we are requesting for one block of Washtenaw Ave to be closed. Adams street can remain open.

Note

Insurance will be required for all Street Closures in the amount of \$250,000 per occurrence, naming the City of Ypsilanti as an additional insured.

Event Map

(City of Ypsilanti Special Events Policy, Section 4.1)

Does your event require an Event Map? No

Upload your event map *Field not completed.*

Event Signs

(City of Ypsilanti Special Events Policy, Section 4.2)

Are event signs required? No

Security

(City of Ypsilanti Special Events Policy, Section 4.3)

Will your event have private security? No

Will your event have volunteer security/crowd control services? Yes

List the name and contact information for the private security company N/A

Describe your plan for ejecting unruly/disorderly persons from the event This is a church function we do not anticipate this.

Note

The Police Department may require private bonded security for events. The City will assign police officers as necessary and charge the permit holder for these services.

The need for private security and/or police officers will be determined at or before the pre-event meeting. The numbers will be determined by the Police Department liaison.

Temporary Apparatus

(City of Ypsilanti Special Events Policy, Section 4.1)

Will your event include any of the following ?
(check all that apply)

Tents, Portable Tables

Note

Please include placement of all apparatus listed above in your attached event site plan. Bleachers, benches, picnic tables, and charcoal grills are available for rental in City parks.

Noise

(City of Ypsilanti Special Events Policy, Section 3.8)

Will amplified sound be used at the event?

Yes

List the days and times sound will be used

We will have music from 1pm-4pm.

What type of sound will be at the event? (check all that apply)

Stereo Equipment, Disc Jockey

Other

Field not completed.

Note

Event coordinators are responsible for ensuring compliance with permissible noise levels. Please review the Special Events Policy to determine if a noise permit is required for your event.

Restrooms

(City of Ypsilanti Special Events Policy, Section 4.1)

Note

No city parks have restroom facilities; Riverside park is the only city park with water service available.

Does your event require restroom facilities?

No

Trash

(City of Ypsilanti Special Events Policy, Section 4.1)

Do you intend to provide your own trash receptacles? Yes

If yes, how many trash receptacles do you intend to provide? *Field not completed.*

Provide the trash disposal plan for your event
We will dispose our trash with our trashcans and equipment.
We will sweep the small section of the street that will be used.

Note
Waste Management sells event trash boxes (55 gallons each, 1 box is equal to ¼ cubic yard). You can contact them at 1-800-796-9696.

Site Restoration

(City of Ypsilanti Special Events Policy, Section 4.4)

Note
Site restoration and equipment removal are required by 1 p.m. the day following your event.

Do you agree to restore the location(s) to the condition in which you found it? Yes

Insurance

(City of Ypsilanti Special Events Policy, Sections 1.4 and 3)

Have you reviewed the prerequisite insurance requirements for your event and agree to submit proof of liability and/or property damage insurance with your application? Yes

City Services & Equipment

Permits	
Permits required for your event (check all that apply)	Street Closure Permit
Other	<i>Field not completed.</i>
City Services Requested (City of Ypsilanti Special Events Policy, Section 5.1)	
Check all that apply	None of these
City Equipment Requested (City of Ypsilanti Special Events Policy, Section 5.3)	
Check all that apply	None of these
Attestation (City of Ypsilanti Special Events Policy, Attachment D)	
<i>As applicable to event, applicant understands and agrees to comply with City ordinances and rules governing events and agrees to make final payment within thirty (30) days after the scheduled event invoice is received for any additional services required. Failure to comply within thirty (30) days shall place the applicant in default status. Further, it is understood that in the event a permit holder is placed in default status, the permit holder will be denied any other event permit(s) for a period of at least eighteen (18) months from the date of final payment and/or default resolution. I hereby agree to comply with all Federal and State Statutes and with all City of Ypsilanti Ordinances, including the curfew and noise ordinances. I understand and agree that in the event any nuisance or disturbances are caused by the individuals attending the event, the use of the location may be terminated without prior notice by the Police Chief or the City Manager or their designee. I authorize the Fire Marshal to determine the maximum number of persons who may attend this event based on available space. Further, I understand and agree to abide by any additional City requirements that may be deemed necessary to safely operate the proposed event. By typing my name below, I attest that this application represents my intent for the proposed event to the best of my knowledge. I am authorized to submit this application on behalf of the organization:</i>	
Applicant Full Name	DeVaughn Swanson
Date	7/11/2024

Email not displaying correctly? [View it in your browser.](#)

Board and Commission

Budget Allocation Request Policy

1. This policy is for Boards and Commissions that act an advisory capacity to City Council. Council has ultimate authority in deciding budget requests. This policy does not limit additional funding as determined by Council.
2. The Boards and Commissions subject to this policy are as follows;

o Board of Ethics	o Sustainability Commission
o Police Advisory Commission	o Parks and Recreation
o Historic District Commission	Commission
o Human Relations Commission	o Planning Commission
o Zoning Board of Appeals	
3. Each City Board and Commission will be allocated \$250 for the purpose of printing and publishing. This is to reduce operational costs of city departments housing a board or commission.
4. A Board or Commission request for additional funds must be made by resolution. The resolution would be submitted, with a budget allocation request form, and all estimates required for project completion. All projects must fit the purpose of each board or commission as set forth by ordinance.
5. The budget allocation request form must include the following:

o Commission name
o Title of Project
o Duration of Project
o How project fits the purpose of an individual commission
o Desired outcome of project
o Project Strategic Plan (how it will be implemented)
o Approved Resolution Number of request.
6. The Clerk's Department will maintain forms for Board or Commission use, however, the form is not required, as long as the resolution is submitted with a document outlining what is listed in section 5 of this policy.
7. Signed copies of resolutions and supporting documents are to be submitted to the Clerk Department.
8. Requests under \$500 may be approved administratively, anything above \$500 must be approved by City Council. Administrative approval requires the signature of the City Clerk and Department Head housing the requesting board or commission.

o An administrative denial may be appealed and a determination made by the City Manager.
--
9. If the request is above the \$500 threshold the Clerk Department will place it on the Consent Agenda of the Council meeting following the formal request.

o Council maintains the power to remove the agenda item from the Consent Agenda for further discussion.

10. An officer, or designee, of the requesting board or commission shall be present to answer any of Council's questions.

- o Failure to have a designee present will result in the postponement of request until the next available City Council Meeting.
- 11. Upon completion of the project the board or commission chair/designee will provide a written report on projects findings/outcome. The report is to include recommendations, if any, for further action of Council.



Board and Commission Project Funding Request Form

Commission Name: _____

Title of Project: _____

Duration of Project:

Cost of Project:

(Include estimates)

How Project Fits the Commission's Purpose:

Desired Outcome of Project:

How Project Will be Implemented (Project Strategic Plan):

Approved Resolution No. of Commission Request: _____
(Please attach)

Administrative Authorization

Chair

Department Head

Clerk

Council Authorization

Resolution No: _____ **(attached)**

Chapter 97 SHORT-TERM RENTALS¹

7:650. Legislative purpose.

The city has determined that regulation of short-term rentals is necessary to establish a community standard for the integration of short-term rental units in the city to ensure health, safety, and welfare of visitors and residents by re-affirming police, fire, and building safety guidelines. Towards that end, the city has determined that all persons or entities that desire to operate a short-term rental unit within the city must be issued a license pursuant to the requirements of this chapter.

(Ord. No. 20-24, § 1, 9-8-20, eff. 3-1-21)

7:651. Definitions.

Guest means persons renting lodging from a short-term rental host, or through a hosting platform on behalf of the short-term rental host, for less than 30 consecutive days.

Host means a person engaged in providing a short-term rental unit.

Hosting platform means a marketplace in any form or format which facilitates short-term rental units, through advertising, matchmaking or any other means.

Permanent resident means the person(s) occupying a property as their principal residence.

Principal residence means the one dwelling unit where an owner of the property, or tenant of a period greater than 30 days, has their true, fixed, and permanent home to which, whenever absent, they intend to return and that shall continue as a principal residence until another principal residence is established.

Short-term rental unit means any dwelling unit that is rented wholly or partly for compensation, for periods of 30 consecutive days or less, by persons other than the permanent resident or owner including:

- (a) *Non-principal residence short-term rental (or commercial rental)* means an activity where the owner of a non-principal residence hosts visitors, for compensation, for periods of 30 consecutive days or less.
- (b) *Principal residence homestay* means an activity whereby the permanent resident(s) host visitors in their homes, for compensation, for periods of 30 consecutive days or less, while at least one of the permanent residents lives on-site in the dwelling unit, throughout the visitors' stay.
- (c) *Principal residence whole house* means an activity whereby the permanent resident(s) host visitors in their homes, for compensation, for periods of 30 consecutive days or less, while a residential dwelling unit is not occupied by the owner of record while the guest is present.

UDC means Unified Development Code (Chapter 55 of Ann Arbor City Code).

(Ord. No. 20-24, § 1, 9-8-20, eff. 3-1-21; Ord. No. 21-13, § 1, 5-3-21)

¹Editor's note(s)—Ord. No. 20-24, adopted Sept. 8, 2020, enacting Ch. 97, shall take effect on March 1, 2021.

7:652. Short-term rental unit license and fee.

- (1) The city shall only issue a short-term rental license for a short-term rental unit to the owner or permanent resident of the property.
- (2) The city shall issue only 1 short-term rental license per dwelling unit.
- (3) The application for a short-term rental license shall at a minimum include the following:
 - (a) Address of the short-term rental unit.
 - (b) Type of dwelling unit (e.g., single-family home, apartment, condominium).
 - (c) Type of short-term rental unit (non-principal residence, principal residence homestay, principal residence whole house).
 - (d) For principal residence short-term rental unit, the permanent resident shall submit a sworn statement affirming that the licensed dwelling unit is and will remain the applicant's principal residence for the duration of the license.
 - (e) Number of bedrooms available for rent.
 - (f) Maximum permitted occupancy pursuant to section 5.16.1.A.2 of the UDC, "limits on occupancy of dwelling unit."
 - (g) The names, telephone numbers, and email addresses of 2 contact persons responsible for the short-term rental unit. For principal residence homestay and principal residence whole house short-term rental units at least 1 of the contact persons shall be a permanent resident of the property. Contact information shall be updated with the city as necessary.
- (4) Applicant shall pay the fee described in subsection (7).
- (5) The short-term rental license shall not be transferred or assigned to another person or address, nor shall the license authorize any person, other than the person named therein, to operate a short-term rental unit on the property.
- (6) Any licensee that has submitted a sworn statement pursuant to paragraphs (3) of this section as part of its original application shall complete the following each year within 30 days of the anniversary of the original issuance of the license:
 - (a) For principal residence short-term rental units, the permanent resident shall submit a sworn statement affirming that the licensed dwelling unit continues to be the applicant's principal residence.
 - (b) Pay the fee described in subsection (7) "short-term rental licensing fees."
- (7) Short-term rental licensing fee.
 - (a) The applicant of the property shall be responsible for payment of a nonrefundable license fee, with the license fee amount to be determined by annual resolution of City Council.

(Ord. No. 20-24, § 1, 9-8-20, eff. 3-1-21)

7:653. Short-term rental unit requirements.

- (1) Short-term rental units are prohibited unless the city has issued a short-term rental license for the unit.
- (2) The occupancy of a dwelling unit rented as a short-term rental shall not exceed the occupancy permitted pursuant to section 5.16.1.a.2 of the UDC, "limits on occupancy of dwelling unit."

-
- (3) No host shall rent a short-term rental unit in a manner that requires a person to sleep in an area that is not habitable as set forth in chapter 105 (Housing Code).
 - (4) No host shall advertise a short-term rental unit, unless the advertisement includes the applicant's short-term rental unit license number and the maximum occupancy permitted in the unit.
 - (5) The short-term rental unit host shall be responsible for all nuisance and enforcement complaints on their premises.

(Ord. No. 20-24, § 1, 9-8-20, eff. 3-1-21)

7:654. Specific regulations by short-term rental type.

- (1) *Non-principal residence short-term rental (commercial rental).*
 - (a) *Registration and license.* Registration and license shall be required as set forth in section 7:652 of this chapter.
 - (b) *Chapter 105 (Housing Code).* All applicable provisions of Chapter 105 (Housing Code) shall apply.
- (2) *Principal residence homestay and principal residence whole house short-term rental units.*
 - (a) *Registration and license.* Registration and license shall be required as set forth in section 7:652 of this chapter.
 - (b) *Inspection.* Principal residence homestay or principal residence whole house short-term rental units shall not require an inspection.

(Ord. No. 20-24, § 1, 9-8-20, eff. 3-1-21; Ord. No. 21-13, § 2, 5-3-21)

7:655. Prohibited acts and penalties.

- (1) *Prohibited acts.*
 - (a) It shall be unlawful for any person to:
 - i. Violate any provision of this chapter or any condition of any license granted pursuant to this chapter.
 - ii. Make any changes or allow any changes to be made in the operation of the short term rental unit as represented in the license application, without first notifying the city by amending the application.
- (2) *License revocation.*
 - (a) The city finds that the suspension or revocation of a license may be necessary when an owner fails to operate the short-term rental unit in accordance with the provisions of this chapter. A license issued under this chapter may be suspended or revoked for any of the following violations:
 - i. A license holder is convicted of or found responsible for violating any provision of this chapter;
 - ii. A license application contains any misrepresentation or omission of any material fact, or false or misleading information, or the license applicant has provided the city with any other false or misleading information related to the short-term rental unit;
 - iii. The short-term rental unit is operated or is operating in violation of the specifications of the license application, any conditions of approval by the city or any other applicable state or local law, rule or regulation;

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(Supp. No. 22, Update 3)

-
- iv. The short-term rental unit is determined by the city to have become a public nuisance;
- (3) *Revocation not exclusive penalty.*
- (a) Nothing in this chapter shall be deemed to prohibit the City Administrator or designee from imposing other penalties authorized by the Ann Arbor City Code or other ordinance or to file a public nuisance lawsuit or to take any other legal action authorized by law.
- (4) *Penalty for violations of chapter 97.*
- (a) Any person who violates a provision of this chapter shall be responsible for a civil infraction punishable by a civil fine of not more than \$500.00, plus costs and all other remedies available by statute. Each day of violation shall be a separate violation.
- (Ord. No. 20-24, § 1, 9-8-20, eff. 3-1-21)

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TO: Detroit City Council

FROM: David Whitaker, Director 
Legislative Policy Division

DATE: January 3, 2024

RE: Draft Short Term Rental Ordinance

The Legislative Policy Division (LPD) has been requested by Council Member Angela Whitfield Calloway to provide a draft proposed short term rental ordinance. LPD has provided the attached draft proposed ordinance pursuant to the terms requested by Member Calloway, which is ready for referral to the Law Department for review and approval as to form.

S U M M A R Y

AN ORDINANCE to amend Chapter 8 of the 2019 Detroit City Code, Building Construction and Property Maintenance, Article XV, Property Maintenance Code, Division 3, Requirements for Rental Property, by adding Subdivision C., Short Term Rentals, to include Sections 8-15-100.1 through 8-15-100.13, to define terms; to create a licensing process; to require submission of an affidavit and an application fee; to set criteria for the application process; to establish general provisions for operations of short term rentals; to establish requirements for short term rental platforms; to provide for violations for failure to comply with the requirements set forth in this ordinance, and to provide an appeal process.

1 **BY COUNCILMEMBER ANGELA WHITFIELD-CALLOWAY:**

2 **AN ORDINANCE** to amend Chapter 8 of the 2019 Detroit City Code, Building
3 Construction and Property Maintenance, Article XV, Property Maintenance Code, Division 3,
4 Requirements for Rental Property, by adding Subdivision C., Short Term Rentals, to include
5 Sections 8-15-100.1 through 8-15-100.13, to define terms; to create a licensing process; to
6 require submission of an affidavit and an application fee; to set criteria for the application
7 process; to establish general provisions for operations of short term rentals; to establish
8 requirements for short term rental platforms; to provide for violations for failure to comply with
9 the requirements set forth in this ordinance, and to provide an appeal process.

10 **IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT**
11 **THAT:** Section 1. Chapter 8 of the 2019 Detroit City Code, Buildings Construction and Property
12 Maintenance, Article XV, Property Maintenance Code, Division 3, Requirements for Rental
13 Property, Subdivision C, Short Term Rentals, by adding Sections 8-15-100.1 through 8-15-
14 100.13, to read as follows:

15 **CHAPTER 8. BUILDING CONSTRUCTION AND**
16 **PROPERTY MAINTENANCE**
17 **ARTICLE XV. PROPERTY MAINTENANCE CODE**
18 **DIVISION 3. REQUIREMENTS FOR RENTAL PROPERTY**
19 **Subdivision C. Short Term Rentals**

20 **Sec. 8-15-100.1 Purpose.** To protect the public peace, health, safety and welfare by
21 establishing a procedure for the short term rental of private residences of City residents; to
22 preserve the residential character of residential districts; to preserve the value of property in

1 residential districts; and preserve the peace, good order, comfort, and welfare of the inhabitants
2 of and visitors to the City.

3 **Sec. 8-15-100.2. Definitions.** For the purposes of this article, the following words and
4 phrases shall have the meanings respectively ascribed to them by this Section:

5 *Apartment* means a one family living space having one or more rooms located within a
6 building, and containing a kitchen equipped with a sink and (a bathroom equipped with a bathtub
7 or shower, a lavatory, and a toilet or water closet) as set forth in Section 8-15-3 of this Code.

8 *Applicant* means a person who owns and has lawful possession of a property that is
9 applying for a short term rental license.

10 *Bedroom* means a room that complies with the requirements set forth in Section 8-15-3 of
11 this Code.

12 *Blight violation* means any unlawful act, or any omission or failure to act, which is
13 designated by this Code as a blight violation pursuant to Section 4l(2) of the Michigan Home
14 Rule City Act, being MCL 117.4l(2).

15 *Calendar days* means every day shown on the calendar including Saturdays, Sundays,
16 and State and Federal holidays.

17 *Compensation* means money or other consideration given in return for occupancy,
18 possession or use of the residence.

19 *Department* means the City of Detroit Buildings, Safety Engineering, and Environmental
20 Department.

1 Dwelling unit means a single unit providing complete, independent living facilities
2 occupied, or intended to be occupied, in whole or in part by one or more persons, including
3 permanent space and provisions for living, cooking, eating, sanitation, and sleeping as set forth
4 in Section 8-15-5 of this Code.

5 Guest means any person who exercises use of the residence for lodging, or
6 accommodations in a short term rental by compensation or any consideration.

7 Host means a person that facilitates the booking of a short term rental property and for
8 purposes of this Subdivision must be the person who owns the property and has legal possession
9 of the property.

10 Hosting platform means an entity that facilitates short term rentals through advertising, or
11 any other means and from which the platform derives revenues, including, but not limited to
12 booking fees from providing or maintaining the marketplace.

13 Licensee means any individual, partnership, corporation, association, or other legal entity
14 licensed pursuant to this article.

15 Local contact person means the owner or a person designated by the owner, who shall be
16 available 24 hours per day, seven days per week for the purpose of: (1) Being able to physically
17 respond, as necessary, within 45 minutes of notification of a complaint regarding the condition,
18 operation, or conduct of occupants of the short term rental property; and (2) Taking remedial
19 action necessary to resolve any such complaints.

20 Owner means the person that holds legal or equitable title to the property used as a short
21 term rental.

1 Rent or Rental means to permit, provide for, or offer possession or occupancy of a
2 residential property to a guest for compensation or any consideration.

3 Rooming Unit means a room rented as sleeping and living quarters, but without cooking
4 facilities and with or without an individual bathroom. In a suite of rooms without cooking
5 facilities, each room which provides sleeping accommodations shall be counted as one rooming
6 unit for purposes of this Subdivision.

7 Short Term Rental means any rental of a dwelling unit, or rooming unit in exchange for
8 compensation or other consideration, as residential accommodations for at least one night, but no
9 more than 90 cumulative days per guest pursuant, to a license under this Subdivision.

10 **Sec. 8-15– 100.3. License required.**

11 (a) Any dwelling unit or rooming unit used as a short term rental shall be licensed with
12 the Department. Use of any unlicensed property as a short term rental is prohibited.

13 License for short term rental shall be issued pursuant to a three tier system as follows:

14 (i) An owner may be issued one Class license for short term rental for a dwelling
15 unit per year.

16 (ii) Class A - Short Term Rental License: A fourteen (14) day license may be
17 issued to any applicant in any area of the city of Detroit. The Class A short
18 term Rental License is limited to one license per applicant per calendar year.

19 (iii) Class B - Short Term Rental License: A ninety (90) day license may be issued
20 to any applicant in any area of the city of Detroit. The Class B short term
21 Rental License is limited to one license per applicant per calendar year.

1 (iv) Class C - Short Term Rental License: A license for a period of one calendar
2 year may be issued to an applicant that owns eligible property where the
3 owner resides in one of the residential units.

4 (v) Class D – Short Term Rental License: A license for a period of one calendar
5 year may be issued to an applicant that owns eligible property and may not
6 live at the property. The license will be limited to the greater downtown area
7 south and southwest of East Grand Boulevard and south and southeast of West
8 Grand Boulevard.

9 (b) License of a property to be used as a short term rental shall be made by the owner of
10 the property, on an application provided by the Department, and shall include the following:

11 (1) Name, address, telephone number and email address of the host for the
12 property.

13 (2) Proof of Ownership or Residency.

14 a. Ownership shall be established by the recorded deed or land contract for the
15 property.

16 b. Residency shall be established by at least two of the following documents,
17 which must list the address of the short term rental property on the document:

18 1. The host's motor vehicle registration;

19 2. A valid driver's license or state identification card;

20 3. Current property tax documents;

21 4. Voter registration card; or

1 5. W-2 mailing.

2 (3) Total number of bedrooms in the dwelling unit to be available for rent.

3 (4) Total number of parking spaces provided for the dwelling unit or rooming
4 unit, including off street parking spaces.

5 (5) Maximum number of guests of each dwelling or rooming unit can
6 accommodate.

7 (6) Name and telephone number of the 24-hour local contact person for the
8 property.

9 (c) A short term rental property license shall not be transferred and is valid only at the
10 short term rental property address licensed with the City.

11 (d) An inspection shall be conducted by the Department prior to the issuance or renewal
12 of a license for short term rental to verify compliance with the basic requirements of the building
13 code such as plumbing, electrical, mechanical, and property maintenance.

14 **Sec. 8-15-100.4. Submittal of affidavit.**

15 In addition to the requirements contained in Section 8-15-100.3 of this subdivision, the
16 host shall submit an affidavit, on a form provided by the Department, certifying the following:

17 (1) That a working smoke alarm is installed in each bedroom;

18 (2) That a working carbon monoxide detector is installed in every single family
19 dwelling;

20 (3) That a working fire extinguisher is installed on each floor;

1 (4) That the host will inspect the devices identified in Subsections (1)(2) and (3) of
2 this section at least every 90 days to ensure they are unexpired and in proper
3 working order;

4 (5) That the host has obtained liability insurance to cover the short term rental use;

5 (6) That the property is not currently in violation of this Code, or any state or federal
6 housing laws and is in habitable condition;

7 (7) That the host is not in arrears or in default to the City, including any unpaid,
8 outstanding and/or delinquent property tax, income tax, special assessments
9 and/or blight fines;

10 (8) That the host will make the dwelling unit or rooming unit available to the City for
11 inspection upon request from the Department;

12 a. Inspections may be conducted if there have been complaints regarding the
13 property; or if the Department has a reasonable basis to request an inspection.

14 b. If the host refuses to allow inspections by the City, the host's short term
15 rental property may be removed from the City's license list.

16 c. If a short term rental property is removed from the City's license list, the
17 Department shall provide written notice to the host thirty days prior to removal.

18 (9) That if the license is approved and issued, the host shall file a written
19 acknowledgement and agreement that the host will assume all risk and indemnity,
20 defend and hold the City harmless concerning the City's approval of the license,
21 the operation and maintenance of the short term rental property, and any other
22 matter relating to the offering or use of the short term rental property; and,

1 (10) Such other information as the City deems appropriate.

2 **Sec. 8-15-100.5. Fee.**

3 (a) A non-refundable \$250.00 fee shall be required for the initial license of a short
4 term rental property under this Subdivision.

5 (b) A non-refundable \$125.00 fee shall be charged to each applicant renewing license
6 of the short term rental property.

7 (c) License for a short term rental is valid for one year from the date the application is
8 approved. Upon the expiration of a licensed property, each applicant shall pay the
9 annual fee to renew the license.

10 (d) The short term rental license of the property shall be terminated upon the transfer
11 or conveyance of the property.

12 (e) The fee shall be published on the City's website.

13 **Sec. 8-15-100.6. Approval of application.**

14 (a) Subject to the limitations in Section 8-15-100.3, the Department shall approve an
15 application for license of a short term rental property if the applicant has completed the
16 following requirements:

17 (1) Submitted a complete application and affidavit;

18 (2) Paid the license fee; and,

19 (3) Made improvements to the residence consistent with the application, and is
20 prepared to operate the residence as a short term rental in compliance with this Code.

1 (b) The Department shall have the discretion to deny any application that does not
2 meet the requirements of this Subdivision or any other applicable law, rule or regulation,
3 or an application that contains any false or incomplete information.

4 (c) An annual license shall be filed with the City and, if approved, the Department
5 will place the address on an online registry made available to the public.

6 (d) The Department shall provide a list of the short term rental properties licensed
7 with the City to the Detroit Police Department.

8 **Sec. 8-15-100.7. General requirements of a short term rental.**

9 (a) The requirements of this Subdivision shall apply to all residential uses specified in
10 Article 12, Division 1, Subdivision B, of this Code, but shall not apply to principal transient
11 accommodations as set forth in Chapter 36 Public Lodging.

12 (b) All lodging is to be exclusively within the dwelling unit and not in a recreational
13 vehicle, camper, or tent.

14 (c) The host shall provide the license issued by the City for that short term rental
15 property to all guests in an electronic form, and post a copy in a conspicuous place in the short
16 term rental property.

17 (d) The host utilizing their property as a short term rental shall not adversely affect
18 the residential character of the neighborhood.

19 (e) The host or guest occupying the property shall provide an unexpired copy of the
20 License upon request of any inquiring authorized police officer or authorized City agent and
21 shall respond to reasonable inquiries by the authorized police officer, or authorized City agent,
22 regarding the lawful use of the short term rental property.

1 **Sec. 8-15-100.8. Guest regulations.**

2 (a) The use of a short term rental property shall not generate noise, vibration, glare,
3 odors, or other effects that unreasonably interfere with any person's enjoyment of his or her
4 residence.

5 (b) The Guests shall be allowed visitors between the hours of 8:00 a.m. and 12:00
6 a.m. only.

7 (c) Guests shall be notified by the host, that excessive noise is prohibited as specified
8 under section 16-1-12 of this Code and such violators shall be subject to fines and penalties as
9 set forth in section 8-15-100.13 of this Subdivision.

10 **Sec. 8-15-100.9. Local contacts.**

11 (a) A short term rental property host must identify an individual or individuals to
12 serve as a local contact, if the host is not on the premises.

13 (b) A local contact person designated under Subsection (a) of this section must be
14 physically available to respond within 45 minutes after being notified of an emergency by a
15 guest of the short term rental property, by a City of Detroit employee, or by an individual entitled
16 to notice of the contact information.

17 (c) If there is a change related to a local contact person, the host of the short term
18 rental must provide updated or new information to the Department in writing within three
19 business days.

20 (d) The host shall provide guests the local contact information, including a phone
21 number of the local contact with responsibility to take action to resolve any complaints regarding
22 the condition, operation or maintenance of the short term rental property.

1 **Sec. 8-15-100.10. Hosting platform requirements.**

2 (a) A hosting platform shall actively prevent, remove, and cancel any illegal listings
3 and bookings of short term rentals including, where a listing has been offered without a City of
4 Detroit license;

5 (b) A hosting platform shall provide to the Department, within 45 days of the
6 effective date of this ordinance, contact information for an employee or representative that will
7 respond to requests for information or verification of violations of this Subdivision. Hosting
8 platforms established after the effective date of this ordinance shall provide this information
9 prior to facilitating short term rentals in the City.

10 (c) In cases where listings appear on hosting platforms that are not in compliance
11 with this ordinance, the hosting platform shall work with the Department to investigate and
12 resolve any violations. This includes contacting the alleged violator, forwarding a notice of
13 alleged violations, and instructing them to apply for a short term rental license with the City. If
14 no response is obtained within 14 business days, or the short term rental license has not been
15 applied for within 30 days of the notice, the listing shall be removed from the hosting platform.

16 (d) Provide the Department, on a monthly basis a report, in an electronic format,
17 stating:

18 (1) The addresses of the homes licensed, authorized, facilitated or advertised by the
19 hosting platform;

20 (2) The total number of days that the residential unit was occupied during the period;
21 and,

22 (3) The amount of total compensation for each stay.

1 (e) If the hosting platform does not have the technical capability to collect such
2 information, it shall provide written documentation to the City within 75 days of adoption of this
3 ordinance that it will provide an alternative method of compliance with the reporting
4 requirements of this Section.

5 **Sec. 8-15-100.11. Vested rights.**

6 Except in instances where constitutional principles or binding state or federal laws
7 otherwise provide, the provisions of this Subdivision and any ordinances or other measures
8 concerning short term rentals are not a grant of vested rights to continue as a short term rental
9 property indefinitely. Any short term rental property use and license are subject to provisions of
10 this Subdivision and other ordinances, resolutions, or other City measures concerning short term
11 rental properties that may be enacted or adopted at a later date, even though such ordinances,
12 resolutions, or other City measures may change the terms, conditions, allowance, or duration for
13 short term rental property use, including but not limited to those that may terminate some or all
14 short term rental property uses in the City.

15 **Sec. 8-15-100.12. Violations**

16 (a) In accordance with Section 41(3) of the Michigan Home Rule City Act, being
17 MCL 117.41(4) and Sections 1-1-9(c) and 4-4-2, of the 2019 Detroit City Code, a violation of
18 this Subdivision is deemed to be a blight violation.

19 (b) Any person, including, but not limited to; hosts, guests, owners, or hosting
20 platforms, violating any section of this Subdivision may be issued a blight violation notice
21 pursuant to Chapter 4-4-2, of the 2019 Detroit City Code for each day that the violation
22 continues.

1 (c) A license may be suspended or revoked in the event that:

2 (1) An applicant provided false information on the application;

3 (2) The short term rental property is operated as a nuisance, with excessive noise,
4 trash or traffic (including but not limited to a finding of loud disruptions, large parties,
5 illegal gambling, creation of traffic congestion, creation of parking congestion), or other
6 matters that negatively impact the surrounding neighborhood;

7 (3) The continuation of the short term rental property presents a threat to public
8 health or safety;

9 (4) The host violates regulations of this Code; or,

10 (5) The host receives more than three blight violations for the short term rental
11 property in a calendar year.

12 (d) If a short term rental property license has been suspended or revoked, the
13 Department shall not approve a new application submitted from the same host for the same
14 property for six months following the suspension or revocation. After the six months has expired
15 the host may apply for the short term rental property license again.

16 **Sec. 8-15-100.13. Procedures for denial, suspension or revocation of a short term rental**
17 **license.**

18 (a) The Department shall provide notice of a denial of a license application, including
19 renewal, of a license for a short term rental, by mailing a written notice to the applicant that
20 states the basis for the denial. Any applicant aggrieved by the denial of a short term rental license
21 shall be entitled to a hearing, before the Director of the Department or a designated hearing
22 officer. A request for a hearing on the license denial shall be in writing and addressed to the

Director of the Department and must be made within 30 days of the mailing of the notice of denial to the applicant. A hearing pursuant to a timely request shall be scheduled at the earliest possible date, but not later than 30 days after the receipt of the request for a hearing. The applicant and the appropriate City departments shall be notified of the hearing by the Department at least seven days prior to the hearing. The hearing may be adjourned only by agreement of the parties or, upon cause shown, by order of the Director, or hearings officer. In the absence of a request for a hearing on the denial of a short term rental license, the denial shall be deemed final.

(b) Where the Department is presented with evidence which shows that cause exists to deny, suspend or revoke a short term rental license pursuant to this Subdivision, the Department shall notify the host, in writing, of its intent to deny, suspend or revoke the license and the basis therefor. The letter from the Department shall direct the host to show cause at a hearing before the Director of the Department or a designated hearing officer, why the license should not be denied or suspended or revoked. The notice shall include the date, time and place for the show cause hearing, which shall be scheduled not less than seven days from the date of the mailing of the notice.

(c) Where the Director of the Department makes a determination that there is an immediate threat to the public health or safety and welfare as a result of the continued operation of a short term rental, the Director is authorized to immediately suspend or revoke a license. The host shall be notified of the removal by the Department, by mail, and in person, if possible, with the notice specifying the basis for the emergency suspension or revocation of the license. The Department shall schedule a show cause hearing within seven days, provided, that upon a written request to the Department, the host shall be entitled to a hearing within 48 hours of the receipt of

1 the written notice in order to ascertain whether the emergency suspension or revocation of the
2 license shall continue.

3 (d) At a hearing pursuant to this Section, the Department shall present relevant
4 evidence in support of the denial, suspension or revocation of the short term rental license. The
5 applicant or host shall be given an opportunity at the hearing to present relevant evidence in
6 support of the issuance or continuation of the license. Where applicable, the Department having
7 jurisdiction over the issuance of such license shall be given an opportunity to present the basis
8 for the denial, suspension or revocation of the license.

9 (e) Where the host fails to appear and show cause why the license should not be
10 denied, suspended or revoked in accordance with this Section, the license shall be denied,
11 suspended or revoked effective at the end of the business day on which the show cause hearing
12 was regularly scheduled.

13 (f) A hearing that is held pursuant to this Section shall be conducted in accordance
14 with the rules for conducting administrative hearings adopted in accordance with Section 2-111
15 of the 2012 Detroit City Charter.

16 (g) Notice provided for in this Section shall be sent by both certified mail, return
17 receipt requested, and regular mail to the applicant or host at the address on record with the
18 Department.

19 **Secs. 8-15-100.14 -8-15-100. 30 Reserved.**

20 **Section 2.** This ordinance is hereby declared necessary to preserve the public peace,
21 health, safety, and welfare of the People of the City of Detroit.

Section 3. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

Section 4. In the event this ordinance is passed by two-thirds (2/3) majority of City Council Members serving, it shall be given immediate effect and become effective upon publication in accordance with Section 4-118 of the 2012 Detroit City Charter. Where this ordinance is passed by less than a two-thirds (2/3) majority of City Council Members serving, it shall become effective on the thirtieth (30) day after enactment, or on the first business day thereafter, in accordance with Section 4-118 of the 2012 Detroit City Charter.

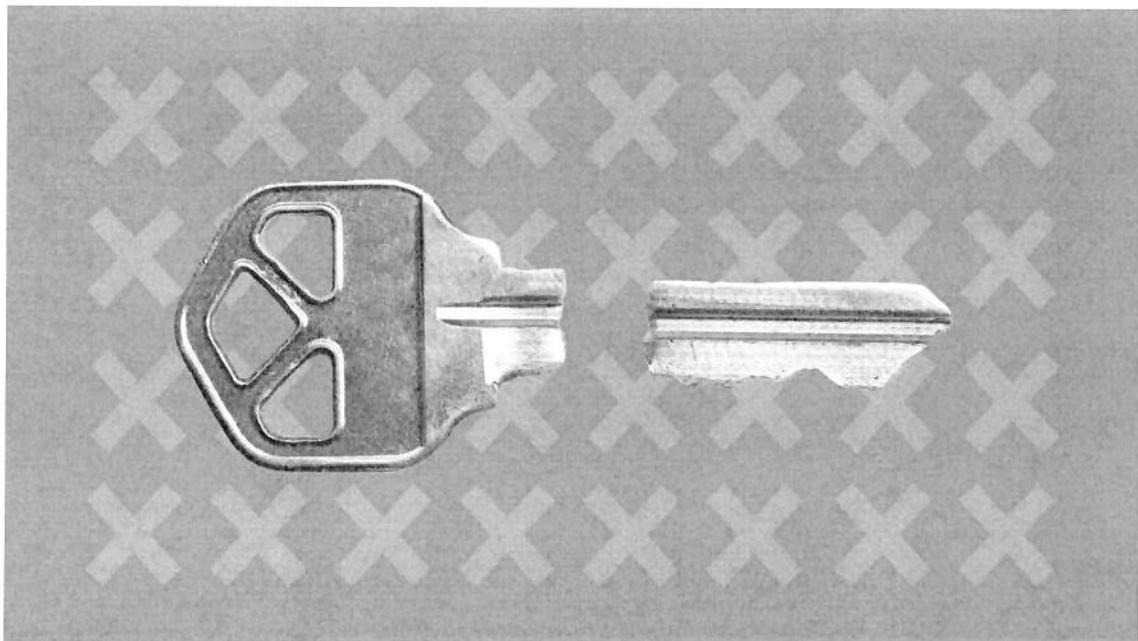
Approved as to form:

Conrad L. Mallett, Jr.
Corporation Counsel

What Does Banning Short-Term Rentals Really Accomplish?

by Sophie Calder-Wang, Chiara Farronato, and Andrey Fradkin

February 15, 2024



panchof/Getty Images

Summary. Concerns that short-term rentals fueled by platforms like Airbnb have caused long-term rents to rise in major cities has caused some governments to place limits, including bans, on them. But research of New York City found that short-term rentals are not the... [**more**](#)

Cities around the world have seen rising house prices and rents and an influx of tourists over the past decade. Over the same period, an increasing number of travelers have been using short-

term rentals, enabled by digital platforms like Airbnb and VRBO. These coinciding trends have led residents to blame rent increases on Airbnb and politicians to pass laws restricting the availability of short-term rentals. Short-term rental laws vary, with the most stringent resulting in almost complete bans. That's the case in New York City, where Local Law 18 now requires hosts to register with the city, be present in the residence while hosting, and host at most two travelers.

Despite fears that Airbnb may lead to rent increases, our research has found that short-term rentals are *not* the biggest contributor to high rents, especially when it comes to the most vulnerable segments of a city's residents. Put simply, restricting Airbnb is not going to be an effective tool for solving the housing-affordability problems in many U.S. cities. (Disclosure: One of us Andrey, worked for Airbnb but left in 2016 and has no material financial interest in the company.)

Governments wishing to ensure that Airbnb won't further reduce housing affordability in the future can design regulations to preserve many of the benefits of short-term rentals to city residents and tourists alike, while limiting the negative spillovers on renters. In this article, we will describe how to do so.

Minimal Impact

The exponential growth of Airbnb, combined with building restrictions that have severely limited the growth of housing supply, have led to the widespread perception that short-term rentals must be swallowing housing units at the expense of local residents, who now face higher rents. One of us (Sophie) has studied this issue in the context of New York City, arguably one of the most successful Airbnb markets and one where the housing supply is constrained by regulation and even geographic constraints like the ocean. Her finding: The presence of short-term rentals increases the annual rent of the median tenant by

\$125. While this aggregates to a material sum across all renters, it is dwarfed by the overall rise in housing costs in the recent past. Considering that the average rent in New York City was over \$1,800 per month in 2021 and that rents had increased by 32% over the previous decade, our findings imply that Airbnb contributed to about 1% of aggregate rent growth.

Many city governments are interested in whether short-term rentals disproportionately affect more vulnerable segments of their population — for example minorities or low-income residents. But our work has found that the increase in rents in New York City is more concentrated among high-income, educated, white renters and not the population city governments are, in general, concerned with. This is because short-term rentals tend to be concentrated in touristy, centrally located areas where higher-income residents live.

Overall, it's much more likely that the tight housing market in major cities is a bigger contributing factor to increases in annual rents than short-term rentals.

The Benefits and Costs of Short-Term Rentals

Even if short-term rentals were to blame for the increase in rents, is a ban the best solution? To answer this question, it is necessary to understand and quantify the benefits that short-term rentals create for tourists and resident hosts.

Let's start with the tourists. It turns out that in most cities, there isn't a constant number of travelers who seek accommodations throughout the year. Seasonality, special events, conferences, and holidays make the demand for accommodations highly variable.

Hoteliers structure their business for a fixed capacity and invest in facilities that are available throughout the year: conference rooms, gyms, and guest rooms are open to guests 365 days a year,

rain or shine, peak or low season. That's a great way to supply a stable number of customers, because it leverages substantial economies of scale. But it results in price spikes during peak demand periods since so many potential travelers are all competing for a limited number of rooms.

Enter short-term rentals. At least in their original form, hosts would leverage a property they already had available. Perhaps, it was a property whose owner would leave for extended periods of time or one that had an extra room for friends and in-laws to occasionally stay in. These types of rooms had two key features. First, they were more likely to be available in peak demand periods, expanding supply when travelers wanted to flock to a city. Second, at least some travelers were willing to stay in a stranger's home.

Two of us (Andrey and Chiara) quantified the benefits of this flexible supply entering the hotel market in major U.S. cities. To tourists, the benefits are quite substantial: \$91 per Airbnb booking in today's dollars. Half of those benefits come from expanding choices and the other half from lower prices for rooms in hotels, which face greater competition. While lower accommodation prices benefit the large number of hotel travelers, the expansion of choice is particularly beneficial to Airbnb guests who value privacy, locations, and home amenities that standard hotel rooms are unable to provide. Imagine a family with young children visiting the grandparents for the holidays. They want to stay in a residential part of town, in a place with a kitchen and laundry. This type of accommodation is not often offered by hotels.

What is also interesting is that the benefits to travelers don't uniformly apply to all places and days of the year. They are concentrated in periods of high demand — what the hotel industry calls “compression nights” — in cities where the hotel supply is highly constrained relative to the demand for rooms —

like New York City on New Year's Eve. In those periods and locations, the benefits to travelers amount to more than \$130 per Airbnb booking.

Hosts benefit as well, because they can monetize their assets to increase earnings or smooth income fluctuations. Holiday travel patterns seem especially conducive to a win-win for hosts and travelers. Hosts who want to go on vacation during the holiday period can rent out their homes to travelers who want to visit their city during the same time. This is particularly valuable to lower-income households, who tend to host on Airbnb on days when demand, and thus prices, are especially high.

The losers are the hotels that see their revenues and profits decline. However, the benefits reaped by tourists and hosts vastly outweigh the losses suffered by hotels. Indeed, we estimate that at least half of Airbnb bookings — and 70% of those in New York City — are not lost sales for hotels: Those travelers would not have booked a hotel if Airbnb hadn't existed — and not necessarily because they don't like hotels, but rather because, when they wanted to travel, hotel rooms were sold out or too expensive.

Travelers not only demand accommodations for the night but also a host of additional services, from food to transportation to entertainment. Although the evidence is a bit more limited, it appears that the additional influx of tourists benefits local businesses, which, in turn, may lead to higher local employment.

An Unknown: The Impact of Short-Term Rentals Operated Like Hotels

Residences that are operated exclusively as short-term rentals have become increasingly common. This form of supply is most concerning for the rental market, because it has the potential to remove a large share of the housing stock devoted to long-term rentals. It can also reshape the composition of a local

neighborhood, creating negative effects such as the replacement of nurseries by restaurants and the erosion of the historical neighborhood feel.

While this has happened in some cities, most notably Amsterdam and Barcelona, we have no evidence that this is actually the case in New York, which was already a major tourist attraction before Airbnb came to town. Indeed, the number of housing units devoted to short-term rentals in New York is less than 2% of the overall housing stock rented out to long-term tenants and ranges from 4% in the most popular neighborhoods to almost zero in the least popular neighborhoods.

The Optimal Regulations

Given the large widespread benefits and the limited concentrated costs of short-term rentals, how should cities regulate short-term rentals? By striking a balance, so that travelers and hosts gain without short-term rentals overwhelming entire neighborhoods or significantly reducing the housing units allocated to long-term renters. This can be accomplished with limits — rather than outright bans — on *when* and *where* housing units can be rented out to travelers.

Limits on when units can be rented out on a short-term basis can take the form of caps on the number of nights for which a property can be rented. For example, in London short-term rentals are capped at 90 days per year; in Amsterdam the cap is 30 days. Because travelers mostly benefit from Airbnb in periods of peak demand, allowing them to book short-term rentals in those periods seems especially valuable. At the same time, it allows occasional hosts to take in extra earnings during periods of high demand, while making it much less profitable for investors to take units away from long-term renters.

Limits on where housing units can be rented on a short-term basis often take the form of caps on the number of neighborhood-specific licenses for such rentals. For example, in San Diego's touristy Mission Beach neighborhood, the city has imposed that no more than 30% of housing units can operate in the short-term rental market. In other parts of San Diego, the limit is as low as 1% of housing units. These limits are imposed by requiring residents to apply for licenses to operate in the short-term rental market.

One concern with these forms of regulations is how to enforce them. After all, most cities don't have resources needed to investigate the permissions of each short-term rental. The remedy may be to make it easy for regulators to monitor short-term rentals by requiring intermediary platforms like Airbnb and VRBO to disclose the necessary information to city governments and directly enforce the regulation. Both platforms collect detailed information on each transaction and can remove properties that lack a valid permit or exceed the maximum number of nights.

It is unfortunate that cities like New York have sided with the hotels in banning short-term rentals altogether. Caps like those we have recommended let cities reap the benefits of short-term rentals, while avoiding the harms.

Editor note: This article was updated to disclose one of its author's past ties to Airbnb.

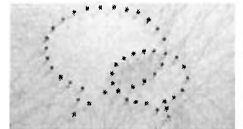
Sophie Calder-Wang is an assistant professor at the University of Pennsylvania's Wharton School.

Chiara Farronato is the Glenn and Mary Jane Creamer Associate Professor of Business Administration at Harvard Business School and co-principal investigator at the Platform Lab at Harvard's Digital Design Institute (D³). She is also a fellow at the National Bureau of Economic Research (NBER) and the Center for Economic Policy Research (CEPR).

Andrey Fradkin is an assistant professor at Boston University who specializes in the economics of digital platforms and search and matching markets.

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August 15, 2024

Dear Ypsilanti City Council and Mayor,

On behalf of the Ypsilanti Human Relations Commission, I am writing to express our strong support for the implementation of a drug checking program in Ypsilanti, Michigan. As a community dedicated to promoting the health, safety, and well-being of all residents, we recognize the critical importance of harm reduction strategies in addressing the ongoing public health crisis related to substance use.

Harm reduction programs, such as syringe service programs (SSPs), have been proven to significantly reduce the transmission of infectious diseases like HIV and Hepatitis C, provide essential healthcare services, and connect individuals to treatment and social support. Drug checking services, an essential component of comprehensive harm reduction programs, offer individuals the opportunity to test their substances in real-time, improving their ability to make safer decisions regarding their use. The lack of access to this information has been a significant contributor to the rising number of overdose deaths in our community.

The ongoing surge in overdose deaths, primarily driven by the unpredictability of the drug supply, underscores the urgent need for drug checking services. These services not only provide life-saving information to individuals but also foster trust and engagement with harm reduction programs, facilitating access to additional support and resources.

By implementing drug checking services in Ypsilanti, we can:

1. **Prevent Overdoses and Save Lives:** By identifying the presence of harmful substances, individuals can make informed decisions, reducing the risk of fatal overdoses.
2. **Enhance Public Health Outcomes:** Drug checking services serve as an entry point for broader health interventions, connecting individuals to treatment, counseling, and other support services.
3. **Promote Community Safety:** Reducing the prevalence of dangerous substances in the community contributes to overall public safety and well-being.
4. **Empower Individuals:** Providing access to accurate information empowers individuals to take control of their health and safety, fostering a sense of agency and responsibility.

The Ypsilanti Human Relations Commission is fully committed to supporting the establishment and expansion of these critical services in our community. We believe that by working together, we can create a safer, healthier environment for all residents. We strongly urge the adoption of policies that will facilitate the implementation of drug checking programs in Ypsilanti.

Thank you for your attention to this important matter. We look forward to collaborating with you and other stakeholders to make this vision a reality.

Sincerely,

Kat Layton, Chair

On behalf of the Ypsilanti Human Relations Commission



Resolution No. 2024-187
August 27, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or three (3) members of Council.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE: